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DUTCH MASTERPIECES

FROM THE

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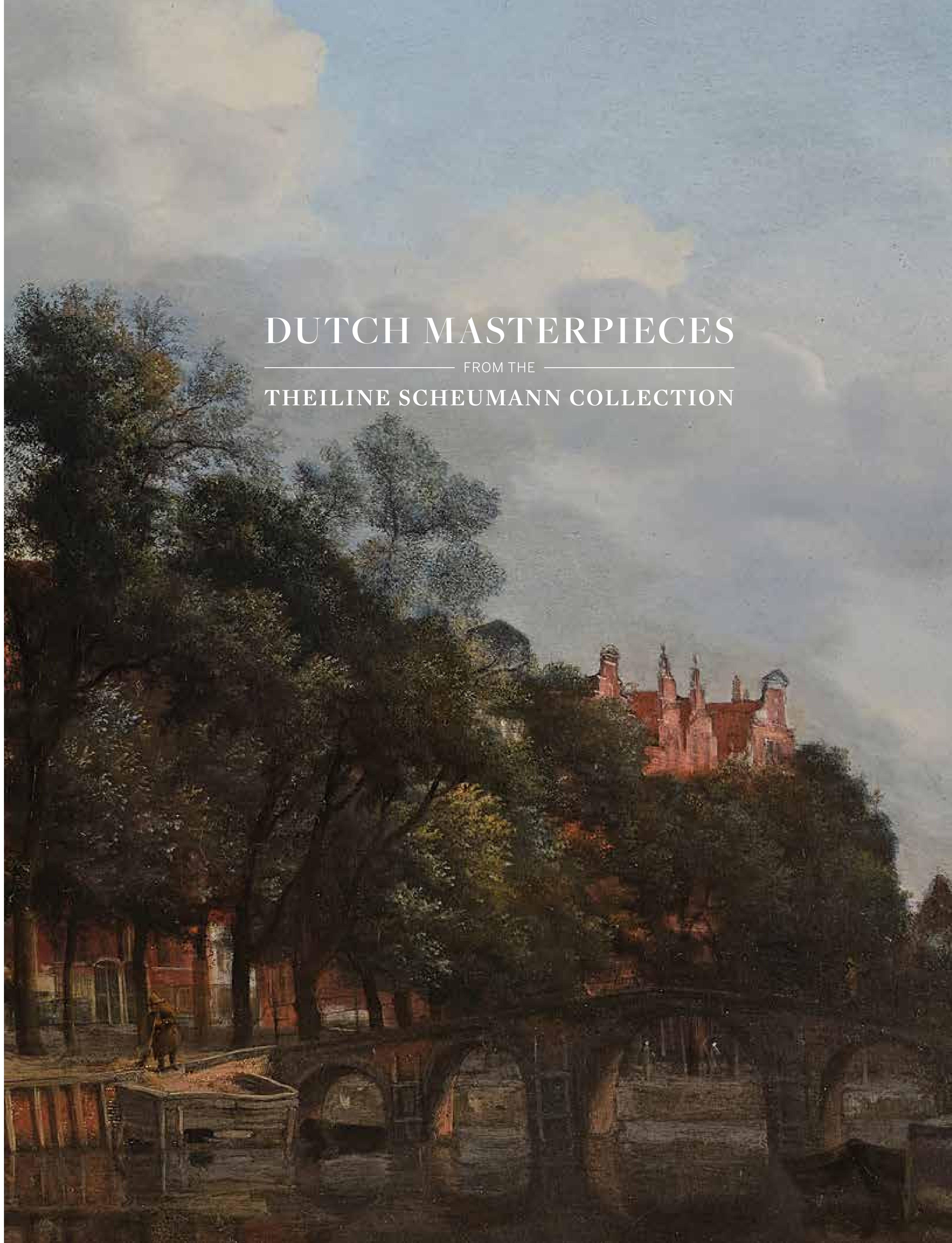

DUTCH MASTERPIECES

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TY SCHEUMANN, INVETERATE COLLECTOR OF DUTCH PAINTINGS

BY

OTTO NAUMANN

Theiline (Ty) Scheumann led a full and productive life, enjoying her many interests. In addition to sailing and skiing, fishing and hunting, playing tennis and golf, as well as breeding thoroughbreds, she took great pleasure in forming a small, noteworthy collection of Dutch paintings. Ty travelled to and from the San Juan Islands on her own seaplane, which she moored on the dock behind her house at Hunt's Point in Seattle. Along with her beloved husband, Doug Scheumann, she piloted their sailboat across the North Atlantic in 1999. She bred international caliber mares in Grousemont Farm in Kentucky and was honored by the Washington Racing Hall of Fame for her accomplishments.

I met Ty and Doug in the late 1980s, when they visited my gallery in New York and introduced themselves. It soon became evident that Ty was the serious collector and Doug was along for the ride. And what a wonderful and exciting ride it became! From the outset Ty made it clear that she wanted to assemble an important collection of Dutch paintings, and that I should be the man who would assist her with this pleasurable pursuit.

Curiously enough, one of the earliest acquisitions was strongly encouraged by Doug, the wonderful painting by Lieve Verschuier (lot 3) that depicts a whaler on the banks of the Maas near Rotterdam. In 1988 I came to Seattle with many photos of Dutch paintings on the market, and when we came across the image of the Lieve Verschuier, I turned over the photo rather rapidly to view the next one in the pile. But Doug said, "Woah, slow down." and asked to see the reproduction again. I told him that I thought the painting would be too large for their house in Hunt's Point. Doug, the perennial engineer, immediately grabbed a tape measure and proved otherwise. This magnificent marine has hung comfortably in the study of their home for the past 34 years (lot 3). The relatively large seascape stands out not only for its scale; it shows the sky when an unseen sun transformed the clouds into russet wonders. We are witnessing either a sunset or sunrise, probably the later as the crew is unloading a whaling boat for processing at a nearby try-house. An accurate view of Rotterdam in the distant right completes the scene.

At one point I asked Ty what motivated her to collect Dutch paintings, and she immediately said that she was inspired by two great friends of her parents, Ed and Hannah Carter in Los Angeles, who assembled a remarkable collection of Dutch paintings from the 1960s to the 1980s. I cautioned Ty, that collecting on that level was becoming more and more difficult, as the availability of good material was drying up, particularly due to the one-way flow of paintings to museums, the Carter Collection – then a promised gift to the L. A. County Museum - being a perfect example. Nevertheless, Ty was not dissuaded and encouraged me to find more opportunities. In 1989 I showed her a beautiful still-life by Willem Claesz Heda. It was love at first sight, and Ty added this highly important painting to the collection. It is no surprise that the Heda, Ty's most Carter-like painting, was bequeathed to the Seattle Art Museum upon her death, following in the footsteps of her mentors in Southern California.

By this time I knew that Ty fully understood the ins and outs of collecting, and she was not afraid of buying against the prevailing winds in Seattle, a community largely comprised of collectors of contemporary art. She went on to assemble a choice collection of Dutch, seventeenth-century paintings, favoring still-lifes and landscapes. Besides the Heda given to the museum, Ty acquired a beautiful *Still-life with Cherries in a Wan-Li Bowl* by Balthasar van der Ast, which her family gave to the museum. Despite the removal of these two still-lifes, a potential buyer can still consider a superb example of this kind of Dutch painting from the collection, namely the *Still-life with Pipe and Tobacco Implements* by Jan van de Velde (lot 8). However, landscapes and seascapes dominate the collection. The unusually delicate *Wooded Landscape* by Jacob van Ruisdael (lot 7) is perhaps the most important landscape in the collection. The artist is certainly the most renowned landscapist from 17th century Holland, and this is a pristine example from his best period. A remarkable painting by Aert van der Neer (lot 10), known for his sometimes repetitive moonlight scenes, is instead represented by a surprisingly evocative and painterly marsh landscape at sunset. While there are many trees in the canal scene by Jan van der Heyden (lot 12), it is not a landscape but a townscape, containg a beautifully delineated row of Dutch townhouses, as we can still find in Amsterdam today.

I cannot recount here every story about the paintings acquired during this amazing adventure with Ty and Doug. Two brief but intertwined stories must suffice. Ty passed on what I believed was a gorgeous church interior by Emmanuel de Witte, which I thought was perfect for her because it was a small painting on copper. It was then that she revealed her love of precision in Dutch art, which of course this picture lacked, despite its diminutive scale. It was a painting that was all about the fall of light in an interior space, not about fine rendering. At any rate, I learned something in the process about Ty's taste, and I was determined that she should acquire a painting that fit her desires and was by the artist to whom I devoted a great deal of time and of whose works I wrote the catalogue raisonné: Frans van Mieris the Elder, a super-fine painter of his time, in fact, one of the principal proponents of the Dutch School of *Fijnschilders,* those ultra refined painters of precision from the town of Leiden in Holland. Unfortunately, the market at the time caught on to the quality of this artist, and prices for his paintings were already skyrocketing. Nevertheless, the opportunity arose privately with the acquisition of a painting that displayed the artist at his very best, the *Young Woman Sealing a Letter* from 1667 (lot 4). The remarkable exactitude of this picture, rendering the differing textures of a Persian carpet, velvet jacket, ermine lining, not to mention the flicker of a candle's flame – all without revealing so much as a brushstroke – is a brilliant example of Dutch precison at its finest. The painting is spectacular, but more importantly for me was that that "my" collector and friend, Ty Scheumann, had acquired a painting by "my" artist.

Willem Claesz. Heda (Dutch, 1594 - 1680), *Still Life with a Tankard, a Plate of Oysters and Glasses on a Table*, 1636, oil on wood panel, 19 11/16 x 32 7/8 in. (50cm. x 83.5cm). Bequest of Theiline Pigott Scheumann, Seattle Art Museum, 2022.20

○ 1

DIRCK VAN DELEN

Heusden circa 1605 - 1671 Arnemuiden

The interior of a Gothic church with elegant figures, an organ, and a tomb

signed and dated upper right: *Dv... / 16?9*

oil on copper
copper: 8¼ by 10¾ in.; 21 by 27.3 cm.
framed: 14⅝ by 17¼ in.; 37.1 by 43.8 cm.

$ 60,000-80,000

PROVENANCE

Sir David Salomons, 1st Baronet (1797-1873), London (Hendrick van Steenwyck);

Thence by descent to his second wife, Cecilia Samuel Salomons;

From whose estate acquired by his nephew and heir, Sir David Lionel Goldsmid-Stern-Salomons, 2nd Baronet (1851-1925), London, in 1892 (Hendrick van Steenwyck);

Thence by descent to his daughter Vera Frances Salomons (1888-1969);

By whose foundation sold ("Sold by the Order of the L.A. Mayer Memorial Foundation, from the Collection of Sir David Salomons"), London, Christie's, 17 July 1986, lot 59 (as Circle of Bartholomeus van Bassen);

With Johnny van Haeften, London, by 1986;

From whom acquired, 1994.

EXHIBITED

London, Johnny van Haeften, *Dutch and Flemish Old Master Paintings*, 1986, no. 59.

LITERATURE

Catalogue of the Collection of Pictures, Engravings, Etchings, Miniatures, and Drawings, &c. at 49, Grosvenor Street, London. The Property of Sir D.L. Salomons, Bart, London 1893, p. 19, cat. no. 87 (as by Hendrick van Steenwyck, and as on "pannel");

B.G. Maillet, *Intérieurs d'Églises 1580-1720: La Peinture Architecturale des Écoles du Nord*, Wijnegem 2012, p. 237, cat. no. M-0357, reproduced.

Dirck van Delen was one of the most important Dutch 17th century artists to specialize in architectural views, in particular, of palaces and church interiors. Although the identity of his teacher remains unclear, the influence on Van Delen of painters such as Pieter Neefs, active a generation earlier, and Hans and Paul Vredeman de Vries, the Dutch father and son team who worked at the court of Rudolf II in Prague, is indubitable. Unlike Van Delen's contemporary Pieter Saenredam, who was renowned for his naturalistic paintings of existing buildings, Van Delen specialized in imaginary architectural scenes that freely reinterpreted known interiors and emphasized dramatic spatial recession. His works are recognized for their refined details, vivid palettes, and impressive and convincing use of perspective, as well as for their overall feeling of monumentality, all elements found in this exquisite copper.

In this painting the viewer looks from a low vantage point into the spacious interior of a magnificent church. A shadowed foreground opens onto a light-flooded and soaring space whose archways and columns pull the eye into the depths of the composition and through to the towering windows beyond. The ornate golden organ that rises above the stone-niches decorated with coats of arms at left is balanced on the right by an impressive tomb, adorned with sculpture and elaborate marble stone, suggesting the entombed is of impressive or historical lineage. Contributing to the lively impression of the composition, the rest of the interior is filled with scattered figures who move throughout the space. In addition to the elegantly dressed couple in the center foreground, other visitors greet each other and casually move about the soaring interior.

○ **2**

BARENT AVERCAMP

Kampen 1612/13 - 1679

A winter landscape with skaters and townsfolk on a frozen river by a tower

signed lower center: *Avercamp*

oil on panel
panel: 13 by 18⅞ in.; 33 by 47.9 cm.
framed: 20½ by 26½ in.; 52.1 by 67.3 cm.

$ 400,000-600,000

PROVENANCE

Robert H. Smith (1928-2009), Washington D.C., 1969;

Anonymous sale, London, Christie's, 29 June 1973, lot 11;

There acquired by Richard Green, London;

Anonymous sale ("The Property of a Gentleman"), London, Christie's, 8 July 1988, lot 42;

With Johnny van Haeften, London;

From whom acquired, 1989.

EXHIBITED

London, Richard Green Gallery, *Summer Exhibition of Dutch, Flemish, and Italian Old Master Paintings*, 30 May - 29 June 1974, no. 19.

LITERATURE

Summer Exhibition of Dutch, Flemish, and Italian Old Master Paintings, exhibition catalogue, London 1974, cat. no. 19, reproduced;

C.J. Welcker, *Hendrick Avercamp en Barent Avercamp "Schilders tot Campen,"* Doornspijk 1979, p. 332, cat. no. S 12.4.

Barent Avercamp's style and subject matter so faithfully resemble those of his uncle, Hendrick Avercamp (1585-1634) that he almost certainly studied under the elder artist. Although Barent's winter scenes form a relatively smaller part of his output, they so faithfully resemble those of his uncle that we can infer he almost certainly trained his nephew. Both specialized in winter scenes, favoring depictions of frozen inlets filled with anecdotal details, such as people frolicking on the ice. As very few of Barent Avercamp's winter scenes are dated, and none before 1650,[1] it is very difficult to suggest any accurate sort of chronology for them. This panel, though, likely dates to the 1650s, as suggested by the attire of the *kolf* players, which was fashionable during that decade.

Like in many of his other winter landscapes, Avercamp here fills the foreground with colorful and closely observed groups of people enjoying various wintry diversions. He depicts figures skating, sledding, and playing *kolf*, a game played with clubs and balls made of either wood or sheepskin filled with cow hair. The object of the game was to hit the ball the greatest distance in a set number of strokes or to hit a target such as pole in the fewest number of strokes. The plethora of figures and activities also recalls one of Avercamp's finest works of this type, a *Winter landscape* of similar size painted around 1655 and now in a private collection.[2] The background figures in both works are characteristically more rapidly and thinly painted.

Fig 1. Barent Avercamp, *Skaters, kolf players and elegant figures with horse-drawn sleighs on a frozen river by a tower*, oil on oak panel, formerly in the Grasset Collection

The present painting's distinctive brick watch tower, which stands upon a small island in the ice, recurs with slight variations in two closely related unpublished panels by Avercamp: one previously in the Grasset collection and recently offered at Sotheby's London on 7 December 2022 (fig. 1), and another slightly larger work formerly with Lawrence Steigrad in New York, and now in a private collection. The former is closely comparable with the present panel, with boats similarly frozen into the ice below the tower, although here the composition's left side is anchored by a high wall, rather than a tree. In the latter work, the tower appears on the riverbank just beyond a small bridge with a stone arch that extends out into the ice; the smaller scale of the figures and the higher viewpoint in the ex-Steigrad panel more closely recalls the work of Hendrick Avercamp and is perhaps slightly earlier in date.

Barent, who was active in Kampen not just as a painter but also as a timber merchant and Master of the Mint, also painted a series of summer landscapes, some of which were paired with his winter scenes.

1. Winter scenes with the full signature "Avercamp" (as opposed to the initials 'HA' customarily used by Barent's uncle Hendrick) are known from 1650, 1654, 1655 and 1663. See Welcker 1979, pp. 328-329, 337, cat. nos. B.A.S01, B.A.S1-4, B.A.T01 and B.A.T1.
2. Oil on panel, 30.5 by 52 cm. This panel was included in an exhibition at the Mauritshuis at The Hague: *Holland Frozen in Time. The Dutch Winter Landscape in the Golden Age*, 2001-2002, no. 3.

3

LIEVE PIETERSZ. VERSCHUIER

Rotterdam circa 1630 - 1686

The whaler 'Prins Willem' on the Nieuwe Maas near Rotterdam

signed lower center on boat: *L. verschvier*

oil on canvas
canvas: 39 by 57 in.; 99.1 by 144.8 cm.
framed: 46⅛ by 64⅜ in.; 117.2 by 163.5 cm.

$ 800,000-1,200,000

PROVENANCE

Anonymous sale ("Property of a Gentleman, deceased"), London, Christie's, 1 June 1861, lot 21 (as Verschuring, bought by Graves for 15 gns.);

William Dickinson (1802-1880);

His Trustees sale, London, Christie's, 5 December 1919, lot 149, although withdrawn from that sale;

Thence by descent in the Dickinson family;

By whom anonymously sold, London, Sotheby's, 20 April 1988, lot 70;

There acquired by Otto Naumann, Ltd., New York, 1988;

From whom acquired.

EXHIBITED

Minneapolis, Minneapolis Institute of Art; Toledo, Toledo Museum of Art; Los Angeles, Los Angeles County Museum of Art, *Mirror of Empire: Dutch Marine Art of the Seventeenth Century,* 23 December 1990 - 11 August 1991, no. 44.

LITERATURE

P. Dekker and R. Eggink, *De walvisvaarder Prins Willem op de Nieuwe Maas bij Rotterdam,* Amsterdam 1989, *passim*;

Mirror of Empire: Dutch Marine Art of the Seventeenth Century, exhibition catalogue, Cambridge and New York 1991, pp. 182-184, cat. no. 44, reproduced;

Rotterdamse meesters uit de Gouden Eeuw, exhibition catalogue, Zwolle 2004, pp. 91-92, reproduced fig. 14;

A. Hoving and C. Emke, *The Ships of Abel Tasman,* Hilversum 2000, p. 36, detail of the whaler *Prins Willem* reproduced.

This beautiful painting is a defining masterpiece by the Dutch marine artist Lieve Pietersz. Verschuier. Rendered across the large canvas is a remarkable depiction of the return of the whaling vessel *Prins Willem* from an icy expedition in the North Atlantic. The historic scene is illuminated by the warmth of the setting sun, which reflects off the sky's dramatic clouds, highlights the vessel's details, and enlivens the ripples of the expansive waters of the Nieuwe Maas off Rotterdam, one of the leading whaling centers in the Dutch Republic, the ramparts of which are seen in the distance at right. Probably dating to the third quarter of the seventeenth century, this painting is an exquisite illustration not only of the watery environs of Rotterdam but also of the early years of Arctic ice fishery.

Throughout his career, Verschuier was active primarily in his hometown of Rotterdam. Few facts are known about his life, apart from him being the son of a sculptor and perhaps training briefly in Amsterdam with Simon de Vlieger.[1] Verschuier's artistic interests lay primarily in depicting the shipping activity off of the Dutch coastline, a theme that routinely gave him a vehicle for the poetic exploration of the effects of light. Verschuier's small corpus can be divided into three distinct categories: large scenes of moored ships; illustrations of historical events (for example, his *Arrival of Charles II, King of England, in Rotterdam*);[2] and, most rarely, representations of the whaling industry, a popular subject for artists towards the end of the seventeenth and into the early eighteenth centuries. Of the latter category, the present lot is one of the most important examples, along with a comparable canvas of slightly smaller dimensions formerly in the Johnson Collection, today in the Philadelphia Museum of Art (fig. 1).[3]

The large ship anchoring this scene is the *Prins Willem,* identified not only by the text on the stern, but also by the figure and the coat of arms of Willem III, Prince of Orange (1650-1702). The green and white flag flying from its mizzenmast signals its link to Rotterdam. Recognizable by its reinforced round stern (so-designed to protect the ship from icebergs), narrow deck, and simple rigging, this particular merchantman is known

Fig 1. Lieve Pietersz. Verschuier, *Marine scene near Rotterdam*,
oil on canvas, Philadelphia, Philadelphia Museum of Art, inv. no. 594

Fig 2. Pieter van der Werff, *Portrait of Jean Hennekijn*,
oil on canvas, Rotterdam, Museum Rotterdam, inv. no. 10590-A-B

as a *fluitschip,* or flute ship. The multipurpose vessel is here outfitted as a whaler, as evidenced by the large beam over the stern used to hoist *shallops* (light boats) for the hunt and also by the whale on the flag flown on the main mast. Barrels of whale blubber are being offloaded from the large vessel into the two smaller cargo vessels below and will soon join a row of casks on the island of Feijenoort, whose green grass is visible beyond the *Prins Willem* and through its intricate rigging.[4] At the far left, soft, billowing smoke rises from the *traankokerij,* or try house, a furnace where blubber was further refined into whale oil, enabling its use in lamps, soap, and candles. On the other side of the composition, to the far right, is the bank of Rotterdam, dotted with the East India House, the windmills of the Pelikaan and Oranjeboom, and the warehouse of the Admiralty. Near the city's mooring posts, another whaler leaving the harbor fires a salute toward the flagship, a customary sign of respect. In the far distance at center, beyond two other vessels, is the shoreline of *IJsselmonde,* from which rises the tollhouse of Katendrecht.

Because a strong odor would have accompanied this process of cooking down whale blubber, these cookeries (also known in Dutch as *stinkerij)* were often relegated far from central urban centers. By 1649, Feijenoort was a site for this refinement process, and from 1664-1684, the operations on this island belonged to Pieter and Bastiaen van Harlaer.[5] This piece of land was separated from Rotterdam by the Nieuwe Maas, one of the main visual elements of this composition. Extending into the river from the island is a small dam built in 1648 to divert the water's current and ensure its depth; the importance of this structure for the thriving whaling industry supported by the waters off Rotterdam is underscored by the moored boats completing repairs along it.

Two different whaling ships by the name of *Prins Willem* were active during the second half of the seventeenth century. Piet Dekker identified the ship in the present canvas as the vessel owned first by Aris Cornelis Mataris and later by Claes Gerritsz. Ouwekees, both from Zaandam. That ship later sunk off the coast of Greenland in 1678, and so Dekker and Eggink proposed a date of about 1675 for this canvas.[6] One might question, however, why a whaler from another leading whaling location would offload cargo in Rotterdam and sail with another city's green and white flag.

A more recent suggestion by Victor Enthoven conjectures that the ship in Verschuier's composition could instead be the *Prins Willem* chartered on 24 April 1657 by Jean Hennekijn and Balthasar Wichelhuijsen from Heindrick Cornelisz. Dam of Schiedam, near Rotterdam, for *f2.400*. Under Commander Cornelis Halfkaeck, that ship hunted near Greenland and Spitsbergen, returning to Rotterdam at the end of that inaugural summer. This ship, which would be chartered again by Hennekijn after the first hunt, had five canons, similar to the vessel in the present scene, which flies under the Rotterdam flag and has two canons on each side, and likely a fifth in the bow.

Although the patron for this large canvas is unknown, Enthoven has proposed that it could have been Jean Hennekijn, a prominent Rotterdam merchant in the 1650s and 1660s. In addition to all of his mercantile duties, Hennekijn was very involved in whaling and also served as director of the Dutch East India Company in Rotterdam. His likeness is recorded in a portrait by Pieter van der Werff today in the Museum Rotterdam, Rotterdam (fig. 2).

We are grateful to Victor Enthoven for his assistance on the catalogue entry for this lot.

1. Only one dated work is known by the artist, today preserved in the Alte Pinakothek in Munich, inv. no. 5224, oil on canvas, 83.5 by 134 cm.
2. Rijksmuseum, Amsterdam, inv. no. SK-A-448, oil on canvas, 124 by 225 cm, dated *circa* 1660-1665.
3. Inv. no. 594, oil on canvas, 89.2 by 113.5 cm.
4. Verschuier was not simply an observer of these vessels but developed a deep understanding of sailing, as discernable in several small details throughout this painting. One detail of note is visible on the main mast: a man climbs up a rope ladder towards an oval platform, called the top, which he would need to pass in order to access the top sails. To arrive at the top of the mast, men were forced to lean dangerously backwards and hoist themselves over the edge of the platform. Boys, however, were able to squeeze through the small hole at the center of the top to reach the sails. Thus, the phrase: "The top separates the men from the boys."
5. Dekker and Eggink 1989, p. 10.
6. Dekker and Eggink 1989, pp. 13-14.
7. Inv. no. 10590-A-B, oil on canvas, 81 by 68 cm.

○ **4**

FRANS VAN MIERIS THE ELDER

Leiden 1635 - 1681

A young woman sealing a letter by candlelight

signed and dated lower right: *F. van Mieris fec 1667*

oil on panel, with an arched top
panel: 10⅝ by 8 in.; 27 by 20.3 cm.
framed: 16⅝ by 13⅞ in.; 42.3 by 35.2 cm.

$ 1,500,000-2,000,000

PROVENANCE

Martin Benjamin Asscher (1904-1983), before 1970;

Frans L. Jurgens, Bulkeley House, Englefield Green, Surrey; With Otto Naumann Ltd., New York;

From whom acquired, 2002.

EXHIBITED

Dublin, National Gallery of Art; Greenwich, Connecticut, Bruce Museum, *Love Letters: Dutch Genre Paintings in the Age of Vermeer*, 1 October 2003- 2 May 2004, no. 21

The Hague, Mauritshuis; Washington, D.C., National Gallery of Art, *Frans van Mieris*, 1 October 2005 - 21 May 2006, no. 41;

Dublin, National Gallery of Ireland; Washington, D.C., National Gallery of Art; Paris, Musée du Louvre, *Vermeer and the Masters of Genre Painting*, 22 October 2017 - 21 January 2018, no. 1.6 (Washington, D.C. only).

LITERATURE

O. Naumann, *Frans van Mieris the Elder*, Doornspijk 1981, vol. II, p. 131, cat. no. B10, reproduced fig. CB 10 (included under the section of "problematic attributions," an opinion subsequently revised by Naumann after examining the work firsthand);

T. Beherman, *Godfried Schalcken*, Paris 1988, p. 362, under cat. no. 338 (references the version in Copenhagen, catalogued as Schalcken, but equally evocative of Eglon van der Neer or Pieter van Slingelandt);

Signed and dated 1667, this jewel of a painting by Frans van Mieris the Elder is an exquisite example of the *fijnschilder* technique, an ultra-refined and almost brushless style of painting. Van Mieris was not only one of the finest exponents of this technique, but he was also the greatest pupil of another *fijnschilder*, Gerard Dou, who called the younger artist "the prince of my pupils." Indeed, in composition and style, the present panel recalls examples by Dou from a decade earlier, including his *Astronomer by Candlelight* at the Getty (fig. 1).

Like Dou's precedent, Van Mieris's painting offered here abounds in meticulously rendered details. The boy standing behind the writing table is undoubtedly a messenger, waiting for the woman to melt the wax and affix it to the folded letter, then to emboss the tiny silver seal standing on the table next to the letter. Another missive, apparently the one she is responding to, sits opened on the portable writing desk, next to the ink stand and quill pen, which she must have used to write her letter. A beautifully rendered Persian carpet lies on the table, and it has been pushed aside so the woman can write and seal her letter on the hard tabletop rather than on the soft rug. At first glance the artist seems to have rendered an everyday scene, but upon close analysis we find that he has provided every detail of the story portrayed. We are only left to guess what was written to the woman, and by whom, and how she responded.

Fig 1. Gerrit Dou, *Astronomer by candlelight*, oil on panel, Los Angeles, The J. Paul Getty Museum, inv. no. 86.PB.732

LITERATURE continued

P.C. Sutton, in *Love Letters: Dutch Genre Painting in the Age of Vermeer,* exhibition catalogue, Dublin and Greenwich 2003, pp. 136-137, cat. no. 21, reproduced (as Frans van Mieris the Elder);

Q. Buvelot, et al, *Frans Van Mieris,* The Hague 2005, pp. 20, 189-191, cat. no. 41, reproduced p. 190 (as the prime version by Frans van Mieris the Elder);

L. Nijkamp and Z. Benders, "Nieuw licht op een nachtstuk van Frans van Mieris," in *Bulletin van het Rijksmuseum* (2007), 55, no. 2/3, pp. 213, 217, note 20, reproduced fig. 8;

A. Waiboer, "Corresponding Love," in *Vermeer and the Masters of Genre Painting,* exhibition catalogue, New Haven 2017, pp. 114-121, cat. no. 1.6, reproduced.

Until the Scheumann painting resurfaced in 2001 and was recognized as the lost original, another version of this composition in the Statens Museum for Kunst in Copenhagen was accepted by Hofstede de Groot and others as a genuine work of Godefridus Schalcken.[1] Judging from old black-and-white photographs, I originally suspected in 1981 that one or both of these versions belonged in the *oeuvre* of Frans van Mieris rather than Schalcken, but without seeing the originals I could not be certain and catalogued them under “Problematic Attributions.” The issue was resolved in 2001, when it was discovered that this painting was fully signed and dated by Frans van Mieris the Elder. It also became clear that the painting in Copenhagen was merely a copy.

Fig 2. Frans van Mieris the Elder, *Woman tuning a lute*, oil on panel, Amsterdam, Rijksmuseum, inv. no. SK-A-262

Fig 3. Gerard Ter Borch, *Woman sealing her letter with her maid*, oil on canvas, Private collection

Fig 4. Johannes Vermeer, *Mistress and maid*, oil on canvas, New York, The Frick Collection, inv. no. 1919.1.126

On stylistic properties alone, the present painting can undoubtedly be ascribed to Frans van Mieris the Elder and can be closely associated to other works from the mid-1660s, during the height of his fame and accomplishments. It is comparable to a painting in the Rijksmuseum of a *Woman Tuning a Lute* (fig. 2), which was recently discovered to bear a full inscription and the date of 1665.[3] Both paintings depict a domestic setting, with the female protagonist seated at a table and illuminated by the light of a single candle. Immediately recognizable are the similar facial characteristics, such as the puffy eyelids and rounded face of the presumably wealthy and well-dressed young maiden, in one case tuning a lute and the other placing a candle wax to the flame, in order to seal a letter she has just written.

As discussed in a recent exhibition that included this painting, there were many direct interactions between artists of this period, and these painters must have visited each other's studios more frequently than previously imagined.[4] In fact, Van Mieris's works served as an inspiration to Vermeer. Many of the themes explored by Van Mieris, including the narrative of a woman sealing her folded letter with wax, derived from the example of Gerard Ter Borch, in this case a specific painting from the late 1650s that shows a woman and her waiting servant full-length in a domestic setting (fig. 3). We know that the painting by Ter Borch involves a love letter, because the pendant to this painting survives today in the Philadelphia Museum of Art, and in the companion painting we witness the man in the process of writing the letter to his beloved.[5] The greatest difference between the paintings by Ter Borch and the present picture is that Van Mieris envisions a more intimately inspired nocturne with the principal actors situated much closer to the picture plane. This intimacy must have inspired Vermeer's *Mistress and Maid* in the Frick Collection (fig. 4),[6] where the artist explores the interaction between the letter writer and her servant; apparently, the mistress is presented with an amorous missive and shortly is to pen one of her own.

-Otto Naumann

1. Inv. no. KMSsp617, oil on panel, 27 by 20 cm.
2. Naumann 1981, cat. no. B10.
3. Inv. no. SK-A-262, oil on panel, 22 by 17.5 cm. In 1981, Naumann dated the work circa 1680, prior to its subsequent acquisition by the Rijksmuseum. See Nijkamp and Benders, 2007.
4. See especially the essays by A. Waiboer in *Vermeer and the Masters of Genre Painting*, exhibition catalogue, New Haven 2017, pp. 3-19, and on the theme of love letters, "Corresponding Love", pp. 114-121.
5. Inv. no. E1924-3-21, oil on canvas, 56.8 by 43.8 cm.
6. Inv. no. 1919.1.126, oil on canvas, 90.2 by 78.7 cm.

○ 5

HENDRICK CORNELISZ. VAN VLIET

Delft 1611/12 - 1675

Interior of the Oude Kerk, Delft

signed lower left: *H(?) v. vliet*

oil on panel
panel: 13¼ by 10 in.; 33.7 by 25.4 cm.
framed: 18⅞ by 15⅝ in.; 47.9 by 39.7 cm.

$ 100,000-150,000

PROVENANCE

Possibly, W. Boswell & Son, Norwich (according to a label on the reverse);

Private collection, Switzerland;

With Galerie Nissl, Vaduz;

From whom acquired, 2002.

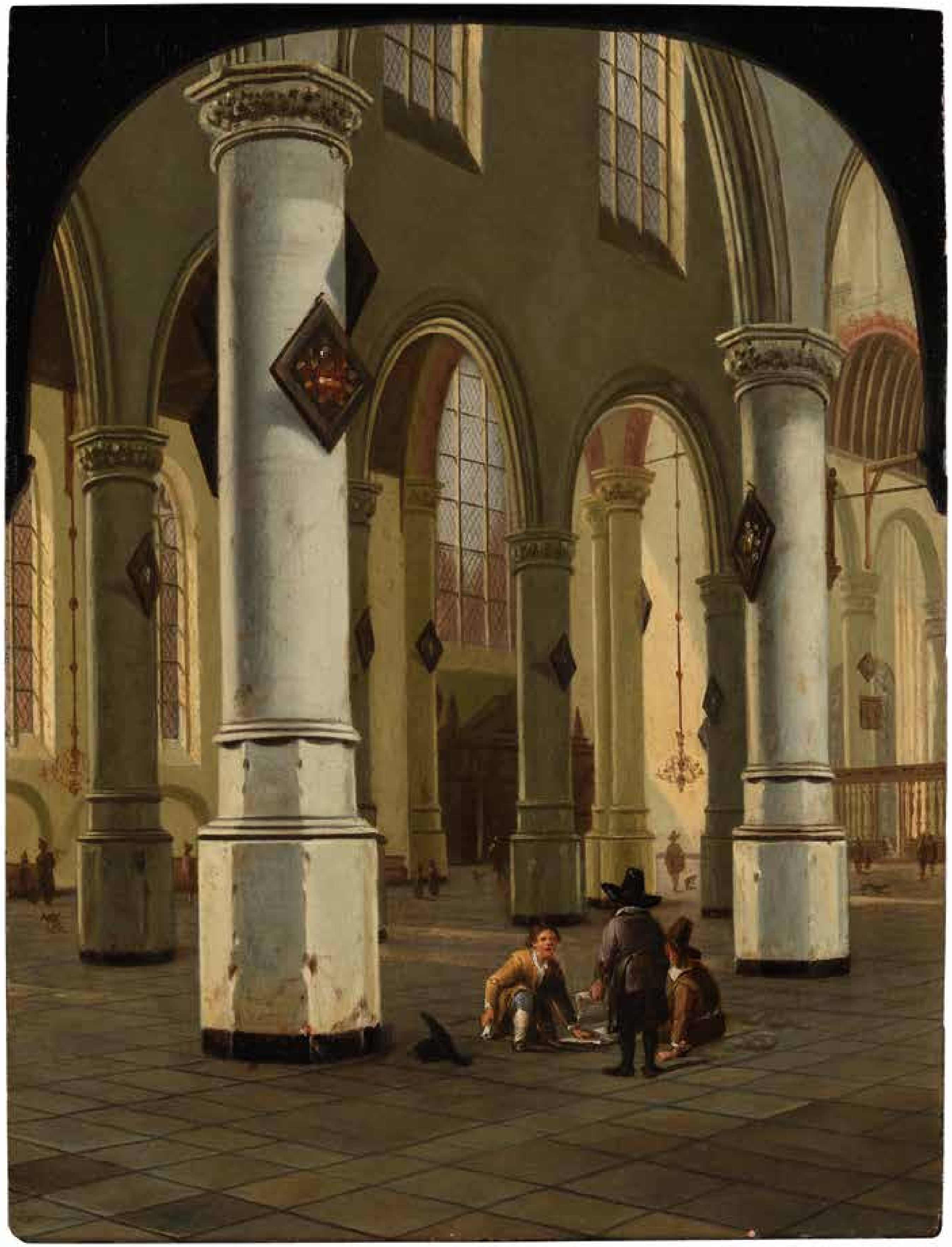
LITERATURE

B. Maillet, *Intérieurs d'Églises 1580-1720,* Wijnegem 2012, pp. 147, 433, cat. no. M-1531, reproduced.

In this small panel, Hendrick van Vliet has captured the quiet, light filled interior of the *Oude Kerk* in his hometown of Delft. By 1654, after the departure from Delft of fellow architectural and perspective painters, such as Gerard Houckgeest and Emmanuel de Witte, Van Vliet enjoyed a virtual monopoly on the production of the increasingly popular depictions of the monuments and interiors of the two great churches of that city: the *Oude Kerk* (Old Church) and the *Nieuwe Kerk* (New Church). His unrivalled position further enhanced his reputation, and indeed, he was the only living painter from Delft cited by Dirck van Bleyswijck in his *Beschryvinge der Stadt Delft* (1667), wherein Van Vliet's work was described as "...very well foreshortened and illusionistic, as well as colored naturally."

In this scene, Van Vliet captures a view looking northwest from the southern aisle of the Gothic-style church. A soft light casts a golden hue across the calm interior, enlivened by several figures, the most of which are the three young boys gathered in the lower right foreground. To the left of these figures is a solid marble column, a typical device used by Van Vliet to draw the eye into the vast space depicted, a sense of perspective further enhanced by the floor's diagonal tiles. A dark, curved shadow frames the scene's upper register, as if the viewer peers through a columned arch. A similar compositional element is found in other of Van Vliet's interior scenes of the Oude Kerk (though depicted from different vantage points), including in canvases in the Staatliche Kunsthalle in Karlsruhe[1] and the Baltimore Museum of Art.[2] A view by Van Vliet from a somewhat more comparable vantage point, though from a point closer to the Church's transept, is in the Metropolitan Museum of Art, New York.[3]

1. Inv. no. 2453, dated 1662, oil on canvas, 55.2 by 46.5 cm.
2. Inv. no. 1939.185, oil on canvas, 100.3 by 83.8 cm.
3. Inv. no. 1976.23.2, dated 1660, oil on canvas, 82.6 by 66 cm.



○ **6**

SALOMON VAN RUYSDAEL

Naarden 1600/3 - 1670 Haarlem

A river landscape with a sailboat at left, three fishermen casting their nets at right, and other boats and figures; A wooded landscape with two men on horseback, a carriage with travelers, onlookers, and animals

the former faintly signed in monogram lower left on wood: *SV...*

a pair, both oil on panel, both ovals
each panel: 14¾ by 20 in.; 37.5 by 50.8 cm.
each framed: 21⅝ by 27 in.; 54.9 by 68.6 cm.
(2)

$ 400,000-600,000

PROVENANCE

Archibald Hope, The Hague;

His sale, The Hague, Holland Notary, 19 December 1821, lot 33 (as van Goyen);

Where acquired by Johan Steengracht van Oostcapelle (1782–1846), The Hague;

Thence by direct descent in the family auction of 1847 for 150 guilders to his daughter Cecilia Maria Countess van Pallandt - Steengracht van Oostcapelle (1813-1899), The Hague and from 1837 onwards at Keukenhof Castle, Lisse;

Thence by descent to her brother Johan Frederik (Frits) Steengracht van Oostcapelle (1810-1862);

Cornelia Van Lynden – van Pallandt (1840-1923), Keukenhof Castle, Lisse, by at least 1863;

Jan Maurits Diederik Count van Lynden (1864-1930), Keukenhof Castle, Lisse;

With A. Nystad, Lochem; A. Schwarz, Amsterdam, by 1975;

With Charles Roelofsz, Amsterdam, 1990;

From whom acquired.

This pair of paintings epitomizes the many qualities for which Salomon van Ruysdael has become so renowned as a landscape painter. What many consider the apex of the artist's career is his so-called 'tonal phase', which spans *circa* 1632-1640, and of which these pictures are prime examples. It was during this period that both Van Ruysdael and Jan van Goyen (lot 11) used a subtle palette of greys, greens, yellows, blues and browns to depict their landscapes, thereby creating a harmonious effect.

The restrained palette and sensitive treatment of the different textures of the water, trees and shore, as well as the subtle play of light, create quiet and still moments in time, brilliantly captured by the hand of a highly gifted artist. Rather than introducing a disquieting element, the animated staffage in both pictures serves not only to enliven the scenes but also to add to the calm and serene atmosphere. Although identifiable views are not unknown in Van Ruysdael's *oeuvre*, his genius lies in his ability to reconstitute various motifs in many different ways, thereby creating wholly original compositions. The artist's ability to execute landscape elements with admirable precision, his overall attention to quality and finesse, allow his best works to retain an immediacy and freshness that sets him apart from his contemporaries.

EXHIBITED

Haarlem, Frans Hals Museum, *Catalogus van de tentoonstelling van Oude Kunst uit het bezit van bewoners van Haarlem en omstreken*, June - July 1915, nos. 91-92 (as Jan van Goyen);

Leiden, Stedelijk Museum de Lakenhal, *Catalogus der Tentoonstelling van schilderijen die tijdens den oorlog in het museum "de lakenhal" bewaard zijn*, October 1945 - 1946, no. 56 (wooded landscape only);

Eindhoven, Stedelijk Van Abbemuseum, *Nederlandse landschapsschilderkunst in de 17e eeuw*, 1948-1949, nos. 65-66.

LITERATURE

W. Stechow, *Salomon van Ruysdael*, Berlin 1938, p. 79, cat. nos. 97-98;

W. Stechow, *Salomon van Ruysdael,* Berlin 1975, p. 82, cat. nos. 97-98;

G. Jaspers, 'Uit het oog-niet uit het hart. De teloorgang van een schilderijencollectie', in: *Jaarboek Kasteel Keukenhof* 3 (2009), p. 51.

○ 7

JACOB ISAACKSZ. VAN RUISDAEL

Haarlem 1628/9 - 1682 Amsterdam

A wooded landscape with a quiet stream and a group of trees at left

signed lower right: *JvRuisdael* (JvR in compendium)

oil on canvas
canvas: 17⅛ by 22¼ in.; 43.5 by 56.5 cm.
framed: 25¼ by 30⅜ in.; 64.1 by 77.2 cm.

$ 1,000,000-1,500,000

PROVENANCE

Martin Bromberg (1850-1915), Hamburg, by 1913;

With L. Douglas, London (possibly Robert Langton Douglas (1864–1951)), by 1926;

Otto von Held, Berlin;

His sale, Berlin, Paul Cassirer, 5 December 1929, lot 44;

With Jacques Goudstikker, Amsterdam, and Galerie Sanct Lukas, Vienna, acquired at the above sale in half shares (Jacques Goudstikker, stock no 2441 as *Boschlandschap*);

With Galerie Sanct Lucas, Vienna (full ownership from June 1941);

From whom acquired by Otto Naumann, Ltd., New York, 1992;

From whom acquired.

Dated by renowned scholar Seymour Slive to the first half of the 1650s, this is a mature and outstanding work by Jacob van Ruisdael. The compositional type, with rising water in the foreground, heavily wooded ground to the left and a largely open vista to the right appears in other works by the artist of a similar date: *Ford in a Wood*, painted in the early 1660s, in the Krannert Art Museum, University of Illinois (inv. no. 1953-1-2) (fig.1); and *Herdsmen with Two Cows at the Edge of a Wood near a Grainfield*, datable to the late 1650s or early 1660s, in an American private collection.[1]

During this period, a highpoint of the artist's career, Ruisdael imbued many of his sylvan landscapes with a pastoral charm often punctuated by heroic Baltic oak trees with thick deep green foliage. In this open and airy composition, a grouping of such trees frames a meandering stream that leads to a distant forest. The robust but delicate foliage provides a pleasing balance to the billowing grey clouds in the azure sky. The white birch tree trunks, wooden branches, and other greenery in the immediate foreground contrast on the right with the green landscape, dotted with meandering white sheep and two resting shepherds. Such varied elements invite the audience to explore the quiet intricacies of this peaceful but complex woodland. A diffuse light bathes the scene with a warm but clean glow, accentuating the leaves' soft colors and helping to convey a believable sense of depth. This dense forest structure is beautifully contrasted with the delicate lily pads resting on the stream in the immediate foreground.

Fig 1. Jacob van Ruisdael, *Ford in the woods*, oil on canvas, University Illinois Urbana-Champaign, Illinois, Krannert Art Museum, inv. no. 1953-1-2

EXHIBITED

Brussels, *Exposition Universelle et Internationale,* 24 May - 13 October 1935, no. 764;

Amsterdam, Amsterdams Historisch Museum, *4th C.I.N.O.A. Exhibition,* 27 March - 31 May 1970, no. 48.

LITERATURE

J. Rosenberg, *Jacob van Ruisdael,* Berlin 1928, cat. no. 337a;

S. Slive, *Jacob van Ruisdael: A Complete Catalogue of His Paintings, Drawings, and Etchings,* New Haven and London 2001, p. 279, cat. no. 358, reproduced (as datable to the first half of the 1650s).

Ruisdael was undoubtedly the greatest landscape painter active in seventeenth-century Holland. In 1648, he entered the Guild of Saint Luke in Haarlem, whose members between 1645 and 1655 included several luminaries of Dutch landscape painting from whom he learned his trade, among them his uncle Salomon van Ruysdael, Pieter Molijn, Cornelis Vroom, and (after his return in 1645 from Sweden) Allaert van Everdingen. Ruisdael was almost single-handedly responsible for the new direction of Dutch landscape painting after circa 1650, which moved away from the "tonal" phase exemplified by his uncle Salomon van Ruysdael (lot 6) and Jan van Goyen (lot 11), to one characterized by a strong color range and overtly naturalistic compositions. Ruisdael's versatility encouraged him to experiment with all types of landscape painting: his extant oeuvre consists of over 700 paintings, which range from raging waterfalls and coastal marines, to intricate cityscapes and broad panoramas.

1. Slive 2001, p. 323, cat. no. 432, and p. 322, cat. no. 431, respectively.

○ 8

JAN VAN DE VELDE III

Haarlem 1620 - 1662 Enkhuizen or Amsterdam

Still life with an earthenware jug, tortoise shell tobacco box, 'gouda' pipe, glass of beer, and tobacco smoking implements

signed on the ledge and dated on the amphora with Amsterdam coat of arms: *Jan vande velde Fecit / 1658*

oil on panel
panel: 15 by 11¾ in.; 38.1 by 29.8 cm.
framed: 24¼ by 20⅞ in.; 61.6 by 53 cm.

PROVENANCE
With Otto Naumann, Ltd., New York;
From whom acquired, 1990.

$ 600,000-800,000

Detail of the present lot.

Paintings by Jan van de Velde III are extremely rare, with just over forty still lifes by his hand known today, most of which are signed and dated. He is thought to have first studied with his father, the famous printmaker and calligrapher Jan van de Velde II (*circa* 1593-1641) and the son's earliest paintings reflect the prevailing style of the Haarlem school. The simplicity of this composition and its narrow tonal range continues the tradition of the *"monochrome banketje"* made famous by Pieter Claesz. and Willem Claesz. Heda. After Van de Velde moved to Amsterdam, he must also have looked at the works of Jan Jansz. Treck. Similar motifs reappear in the paintings of these aforementioned artists, particularly evident in the pipes, tobacco, and other requisites of seventeenth century smokers, and the simple crockery and glasses used in taverns of the period. In their sparse construction, dramatic lighting, and consistent use of an off-center ledge, Van de Velde's work also anticipated that of Adriaen Coorte a generation later.

Here, Van de Velde arranges a few objects on a table top, employing a restricted palette and utilizing unobtrusive brushstrokes to create a remarkable range of surfaces and textures, ranging from the soapy foam of the beer and its shining, transparent glass, to the subtle reflections of light on the edge of the pipe and tortoiseshell box. The tonality is restricted to a narrow range, so that the most flamboyant aspect of the painting, the artist's oversized signature, stands apart; the curves and flourishes of the inscription reflect the influence of his father's calligraphy practice.

The composition of the present work recalls a similarly constructed painting, also of 1658, in the Minneapolis Institute of Art (fig. 1). Both pictures suggest an absent smoker who has carelessly put down his pipe allowing the ember to fall on the table. The most striking similarity between the two is the way Van de Velde has draped the glowing wick across the pipe: its irregular curve contrasts with the straight line of the

Fig 1. Jan van de Velde III, *Still life*, oil on canvas, Minnesota, Minneapolis Institute of Art, inv. no. 72.79

Fig 2. Jan van de Velde III, *Still life with a glass of beer, a pipe, tobacco and other requisites of smoking*, oil on panel, Private collection

pipe stem. The juxtaposition of these formal elements finds parallels in the treatment of textures. For instance, the soft, fibrous hemp of the firing wick contrasts with the smooth white clay of the standing earthenware jug. A similarly rendered rope lighter, also draped over a white smoking pipe was included in yet a third panel from 1658, sold at Sotheby's New York, 29 January 2009, lot 21, for $842,500 (fig. 2). There is nothing inherently luxurious or ostentatious about the setting of these works—with their sparse tables and simple objects—and yet the incredible technical refinement with which each surface is precisely rendered elevates the painting to the status of an immensely precious object.

Highly regarded today as a subtle and inventive master of the still life genre, Van de Velde had for many generations remained in obscurity, and as a result we know relatively little about his life. He was born in Haarlem in 1620; his first marriage was registered in Amsterdam in 1643 and his second, in the same city, in 1656. He is thought to have lived the remainder of his life there, but in fact there were several artists named Jan van de Velde in Amsterdam at the time which serves to confuse the matter even further. Even his date of death is uncertain, though it is presumed to be 1662, the year of his last dated painting and the recorded date of burial of a painter by that name in Enkhuizen, just north of Amsterdam.

○ 9

WILLEM VAN DE VELDE THE YOUNGER

Leiden 1633 - 1707 London

A fishing pink hauled up on the beach and other vessels under sail in a fresh breeze off the Dutch coast

signed with initials on a piece of wood lower left:
W.V.V.

oil on panel
panel: 9⅜ by 12⅞ in.; 49.2 by 32.7 cm.
framed: 15 by 18¾ in.; 38.1 by 47.6 cm.

$ 800,000-1,200,000

PROVENANCE

Lawrence Dundas (1876-1961), 2nd Marquess of Zetland, Aske Hall, Yorkshire;

By whom sold, London, Christie's, 31 January 1947, lot 24;

There acquired by Horace Ayerst Buttery (1902-1962), London;

By whom given to Thomas Agnew & Sons, London (stock no. 12146);

From whom acquired by R.E. Brandt;

Hon. Mrs. Ursula Mary Parshall (née Bathurst) (1900-1975);

By whom gifted to her brother, Benjamin Ludlow Bathurst (1899-1979), 2nd Viscount Bledisloe Q.C.;

By whom sold ("The Property of the Viscount Bledisloe, Q.C."), London, Christie's, 28 November 1975, lot 22;

There acquired by Edward Speelman for 24,000 gns;

With Galerie G. Berlin, by June 1977;

With Richard Green, London, by March 1979;

With David Carritt Ltd., London, March 1988;

With Otto Naumann, Ltd., New York;

From whom acquired, 1997.

LITERATURE

Catalogue of the Pictures at Aske, Richmond, Yorkshire, 1895, no. 110;

C. Hofstede de Groot, *A Catalogue Raisonné of the Works of the Most Eminent Dutch Painters of the Seventeenth Century,* vol. VII, London 1923, p. 102, cat. no. 396;

M.S. Robinson, *Van de Velde: A Catalogue of the Paintings of the Elder and the Younger Willem van de Velde,* Greenwich 1990, vol. II, pp. 871-872, cat. no. 48, reproduced.

This beautiful, signed painting by Willem van de Velde the Younger is datable to about 1670. Displayed across the panel's small surface is the artist's acute and intuitive mastery of observation, visible in the curves and details of the small vessel in the foreground, the crisp and clear light that enlivens the atmosphere, and the perceptible prevailing wind blowing from left to right, the same wind direction shown by the waves as well as sails and flags inshore and offshore. Born into a family of artists, Willem van de Velde the Younger is renowned as one of the leading Dutch marine artists of the second half of the seventeenth century, a reputation established by capturing the views off the coast of Holland with remarkable accuracy, vigor, and finesse, all characteristics that define the present painting.

The scene is set beneath a swath of cumulous clouds that cast a soft shadow across the vast sea beyond. *A pink*, or a small ship with a narrow stern, anchors the foreground of the composition. Seen from its starboard side, it has been hauled onto the beach by a rope and a wooden roller, and its sprit (a spar for a mast of a sail that runs diagonally from lower to upper corner) rests on the starboard gunwale (the upper edge of the side of a boat). As two men rest their hands on the stern of the boat, another walks toward the bow dragging a roller in the sand behind him. Beyond this figure in the right foreground, a small vessel with figures attempts to free itself from being driven by the winds against the wooden jetty that runs perpendicular to shore. In the left foreground another vessel approaches the coast, while a *wijdship*, or Dutch transport vessel, can be seen just beyond sailing out to sea. A fleet of ships, largely at anchor and broadly visible from their port sides, animates the distant view, providing a pleasing balance to the foreground's blustery seas.

In his catalogue entry for this painting, M.S. Robinson praised Van de Velde's expert and unmistakable rendering of the details of the vessels, as well as their accurate perspectives and relative sizes to one another. That the one yacht in distant right seems to be painted on a higher level of water than the others led Robinson to suggest there may have been a small amount of assistance by another hand. A possible candidate could be Ludolf Bakhuizen, who sometimes collaborated with Van de Velde the Younger during this period.

○ **10**

AERT VAN DER NEER

Gorinchem circa 1603 - 1677 Amsterdam

A marshy forest landscape at moonlight, with stags at left and a view of a town beyond

signed with monogram lower right: *AV DN* (in ligature)

oil on panel
panel: 19¾ by 30⅝ in.; 50.2 by 77.8 cm.
framed: 27¼ by 38 in.; 69.2 by 96.5 cm.

$ 1,000,000-1,500,000

PROVENANCE

Possibly Karl August von Hardenberg (1750-1822), Neuhardenberg, Brandenburg, Germany;

Possibly "Society of Patriotic Friends of Art," Prague, by 1864, then transferred to the Rudolphinum, but not in the catalogue of that gallery (according to Hofstede de Groot);

With Kurt Müllenmeister, Solingen, by 1980;

With Norbert Pokutta, Munich, by 1991;

With Otto Naumann, Ltd., New York, by 1991;

From whom acquired.

LITERATURE

Possibly T. Fontane, *Wanderungen durch die Mark Brandenburg: Das Oderland,* vol. II, Berlin 1863, p. 168;

Possibly G. Parthey, *Deutscher Bildersaal, Verzeichnis der Deutschland vorhandenen Oelbilder...,* Berlin 1864, p. 181;

C. Hofstede de Groot, *A Catalogue Raisonné of the Most Eminent Dutch Painters of the Seventeenth Century,* vol. VII, London 1923, p. 355, cat. no. 102b (as in the Society of Patriotic Friends of Art in Prague, then transferred to the Rudolphinum, but not in that gallery's catalogue);

Weltkunst, 15 May 1980, reproduced p. 1369;

F. Bachmann, *Aert van der Neer, 1603/4-1677,* Bremen 1982, pp. 55-56, reproduced fig. 48;

W. Schulz, *Aert van der Neer,* Doornspijk 2002, p. 285, cat. no. 654, reproduced in color plate 52 and fig. 202.

Aert van der Neer's unparalleled ability to capture the tonal effects of light, both ambient and reflected, is fully encapsulated in this exceptional and wonderfully preserved panel. The scene is imbued with a brilliant sense of drama and atmosphere, as the moon takes center stage, filtering a soft light over the marshy scene below. The pleasing balance between the landscape's warmth and the light's cool undertones is enriched delicate highlights and touches of red and green that visually enliven an otherwise peaceful setting. Despite the many nocturnes that comprise Van der Neer's *oeuvre*, each unique and carefully rendered, this captivating example is one of the finest to come to market.

Rendered from a low viewpoint, this vista shows a clearing at the edge of a lush forest, lit only by the light of the moon peeking out from behind low-lying clouds. Leafless oak trees and fallen trunks, around which gather a few stags that have emerged from the dense woods to graze and lounge in the quiet expanse, animate the foreground. The silvery rays of the moon, reflected in the marshy waters near the lower center, highlight the variegated surfaces of vegetation. Through simple shifts between light and dark, the eye is drawn through the composition, from the dense foreground to the distant village along the horizon line, set beneath mauve-colored clouds. The view thereby imparts a degree of monumentality that seemingly reaches beyond the confines of the painted surface, an effect also captured by Van der Neer in his *Moonlit River Landscape with Kostverloren in the Background* (1647) in the J. Paul Getty Museum in Los Angeles (fig. 1).[1]

A rare element within the present painting is that it seemingly includes no figures, the only staffage being the three stag that have wandered from the forest: one grazing, one quietly standing with his head erect, and the other resting on the ground. On only one other occasion does Van der Neer prominently feature these animals: in his *Forest with Three Deer* at the Wallraf-Richartz-Museum in Cologne.[2]

Fig 1. Aert van der Neer, *Moonlit landscape with a view of the New Amstel river and Castle Kostverloren*, oil on panel, Los Angeles, The J. Paul Getty Museum, inv. no. 2000.27

Aert van der Neer was one of the most important landscape artists of his day, though a precise chronology of his output remains elusive as he rarely dated his pictures. In his early production Van der Neer was much influenced by the landscape specialists Esaias van de Velde and the brothers Rafael and Jochem Camphuysen. By the 1640s, Van der Neer had established his own style and secured his reputation through his talented rendering not only of the subtle definitions of light and atmosphere, but also of realistic details. Moreover, he perfected the moonlight landscape to the paint that most of his paintings in this genre are immediately recognizable.

Two possibilities have been put forth for the early provenance of this painting. Bachmann first proposed that it corresponds with the one mentioned by Theodore Fontane in his *Wanderungen durch die Mark Brandenburg* (1862), formerly in the collection of August von Hardenberg (1750-1822) at Schloss Neuhardenberg, noting that it was previously admired there in 1816 by Karl Friedrich Schinkel. While not dismissing this possibility, Wolfgang Schulz also linked this painting with one of a similar description noted by Hofstede de Groot in a Prague art society by 1864, later transferred to the Rudolphinum, although not included in that gallery's catalogue.

1. Inv. no. 2000.27, oil on panel, 57.5 by 89.9 cm, signed with monogram and dated 1647.
2. Inv. no. WRM. 2990, oil on canvas, 58 by 46 cm. See also Schulz 2002, p. 210, cat. no. 312, reproduced plate 51 and fig. 113.

○ 11

JAN VAN GOYEN

Leiden 1596 - 1656 The Hague

River landscape with six passengers in a row boat and a village along the shore

signed and dated lower right on the boat: *VG... 1649*

oil on panel
panel: 13⅞ by 21⅞ in.; 35.2 by 55.6 cm.
framed: 22½ by 30⅝ in.; 57.2 by 77.8 cm.

$ 300,000-500,000

PROVENANCE

Gulstad collection, Altona;

With Mohrbutter, Copenhagen, 1932;

From whom acquired by Mrs. P. Hoegh-Goldberg, Copenhagen;

By whom probably sold, Copenhagen, Bruun Rasmussen, 3 November 1981, lot 23;

With Otto Naumann, Ltd., New York;

From whom acquired, 1988.

LITERATURE

H.-U. Beck, *Jan van Goyen: 1596-1656,* Amsterdam 1973, vol. II, p. 250, cat. no. 535, reproduced.

This masterful river landscape exemplifies Jan van Goyen's ceaseless exploration of the effects of light and atmosphere throughout his career. Signed in monogram and dated 1649, the work is a characteristic example of his mature period, particularly visible in the balance of his inventive tonal style with a more naturalistic color palette to capture the landscapes and everyday life of his Dutch homeland. That this landscape has survived in excellent condition allows for a greater appreciation of the variety of painterly effects Van Goyen employed to render the scene: broad strokes of the sky and clouds, shorter touches of light and shade to indicate faint ripples in the gently flowing water, and fine strokes of color to define the variegated foliage and architecture.

From the 1630s onwards, Van Goyen adopted a strong receding diagonal for his river landscapes. In the present compositional scheme, the shoreline forms a low horizon line that softly recedes into the distance. Warm, golden hues, normally fugitive but here beautifully preserved, define much of the lower right register of the scene. These tones are used to capture the land, the manmade structures, and the lush foliage, all of which are reflected upon the surface of the water below. All of this is set beneath billowing clouds that fill a bright blue sky, the silvery tones of which are mirrored in the water at left, where a small boat filled with six figures moves toward land. Nestled beneath the large tree that anchors the composition's center are three dovecotes that teeter somewhat precariously over a few small boats moored along the shore. Enlivening the shoreline are several figures: one villager climbs a ladder to traverse a low wall, two sit in conversation beneath an arbor of the houses beyond the wall, and others work on the sailboats flying Dutch flags slightly down the shoreline. In the far distance at left appears a windmill, a boat at full sail, and the spire of church rising from a line of trees.

A prolific and influential artist (around 1200 paintings and 800 drawings are known by him), Van Goyen was the most important pioneer of the naturalistic landscape in Holland. The present design was one that he explored throughout his career, as seen, for example, in a larger canvas of 1643 rendered in the more restrained tonal palette of his youth,[1] and in a slightly smaller panel, dated 1650, once in the collection of the Marques de Veri.[2]

1. Formerly Jacques Goudstikker collection, oil on canvas, 124.3 by 176.2 cm. Sold Amsterdam, Christie's, 14 November 2007, lot 46. See Beck 1973, p. 235, cat. no. 497, reproduced.
2. Oil on panel, 34.7 by 39.4 cm. Sold Amsterdam, Christie's, 13 May 2014, lot 56. See Beck 1973, p. 252, cat. no. 542, reproduced.

○ 12

JAN VAN DER HEYDEN

Gorinchem 1637 - 1712 Amsterdam

An imaginary view of a quiet canal in Amsterdam

oil on panel
panel: 15⅛ by 15¾ in.; 38.4 by 40 cm.
framed: 21⅛ by 21⅞ in.; 53.7 by 55.6 cm.

$ 1,000,000-1,500,000

PROVENANCE

Purchased from Schrocker by J.J. Bachofen (1755-1828), 1819;

Thence by descent to Mrs. Elise Paravicini-Bachofen (1850-1913), Basel.

Thence by inheritance to her sister, Mrs. Fritz Vischer-Bachofen (1853-1937), Basel, 1934;

Thence by descent to her granddaughter, Antoinette Vischer (1909-1973);

After whose death acquired by a private collector;

By whom anonymously sold ("The Property of a Gentleman"), London, Sotheby's, 14 December 1977, lot 100, to Alan Jacobs;

There acquired by Richard Green, London;

Frank collection, Siegburg;

By whom anonymously sold, Cologne, Lempertz, 12 May 2012, lot 1319;

With Johnny van Haeften, London;

From whom acquired, July 2012.

EXHIBITED

Basel Kunstverein, Basel, *Ausstellung von Kunstwerken des 15. bis. 18. Jahrhunderts aus Basler Privatbesitz*, 15 April - 28 May 1928, no. 130.

LITERATURE

H. Wagner, *Jan van der Heyden*, Amsterdam and Haarlem 1971, p. 87, cat. no. 89, reproduced p. 146 (as with figures by Adriaen van de Velde).

Already during his lifetime, Jan van der Heyden was renowned as one of the foremost proponents of the cityscape genre, alongside Gerrit Berckheyde. This serene and beautiful canal scene—characterized by Van der Heyden's particular attention to detail, his harmonious balancing of light and perspective, and his poetic artistic virtuosity—is truly captivating. While some of the artist's works capture specific locations, many, like the present, are imaginary views, in which he incorporated elements from cities in the Low Countries and the Lower Rhine region of Germany.

Exemplified in this painting is John Smith's praise of Van der Heyden's skills, visible in his "felicitous union of aerial truth, in [the] sweetness and purity of coloring, and in [the] extraordinary breadth of effect."[1] A cool, crisp light bathes this quiet corner of a Dutch canal. A row of tall, lush trees and warmly colored houses parallel the calm and gently flowing waters below, forming a strong diagonal that draws the viewer into the scene. The carefully observed cobblestones and bricks pleasingly complement the more painterly details of the foliage and its reflections in the water, together creating a satisfying and captivating whole. A few figures and animals populate the pathways along the water's edge at left: a dog sniffs about, women talk at doorways, a bather nears the water's edge, and a man sweeps the sidewalk. At far left stands an impressive façade with two sculptured herms, while in the lower right corner is a bridge that offers several charming sightlines through its arches.

Fig 1. Jan van der Heyden, *View of the Westerkerk*, Amsterdam, oil on panel, Boston, Museum of Fine Arts, inv. no. L-R 70.2018

Fig. 2: Jan van der Heyden, *Amsterdam city view with houses on the Herengracht and the old Haarlemmersluis*, oil on panel, Amsterdam, Rijksmuseum, inv. no. SK-A-154

Although the present view is imaginary, it is evocative of the beauty, grandeur, and peacefulness of the artist's beloved Amsterdam. Indeed, the same bridge, a type found on the Heren and Keizer canals in that city, is also visible in Van der Heyden's *View of the Westerkerk, Amsterdam* in the Museum of Fine Arts, Boston (fig. 1).[2] A similarly composed view of trees and houses is recorded in his *View of Houses along the Herengracht in Amsterdam* in the Rijksmuseum, Amsterdam (fig. 2).[3] As is sometimes the case in the works of Jan van der Heyden, the staffage that populates the scene was likely painted by his contemporary and collaborator, Adriaen van de Velde (1636 - 1672).

Jan van der Heyden was born into a large family in Gorinchem in 1637. In 1646, his family moved to Amsterdam, and it is likely that the young artist soon joined his brother in the mirror business. Arnold Houbraken, writing nine years after Van der Heyden's death, noted that Jan trained with Jacob van der Ulft, one of leading glass engravers of the period. Because very few paintings by Van der Heyden are dated, it is difficult to establish a distinct chronology for his career. It seems that he was painting city views regularly from the early 1660s onwards. He was truly a man of many abilities: in addition to establishing a successful career that would influence other specialists of the cityscape genre well into the nineteenth century, he was also a successful municipal officer, engineer, and inventor. He became a relatively wealthy man, and while his work was in great demand among the collecting public, he was not obliged to sell his art for a living. Upon his death in 1712, he still had in his possession over seventy-three of his own paintings.

1. J. Smith, *A Catalogue Raisonné of the Works of the Most Eminent Dutch, Flemish and French Painters*, London 1834, vol. V, pp. 368-370.
2. Inv. no. L-R 70.2018, oil on panel, 43.3 by 64.1.
3. Inv. no. SK-A-154, oil on panel, 44 by 57.5 cm.

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CONDITIONS OF BUSINESS FOR BUYERS for New York sales (formerly referred to as "Conditions of Sale")

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These Conditions of Business for Buyers are the terms and conditions applicable to Bidders and Buyers in our New York auctions (both live and timed auctions). The Conditions of Business for Buyers include the Authenticity Guarantee and any other additional conditions that are expressly stated as applicable to a sale, and they may be amended by any oral or written announcement or notice prior to or during the sale. Our and the Seller's relationship with Buyers and any Bidders in relation to the Lots offered in a sale is governed by these Conditions of Business for Buyers and the express representations and warranties and indemnity given by the Seller. In relation to a sale, where applicable, any reference by us to "Conditions of Sale" or "Terms of Guarantee," should be understood to mean these Conditions of Business for Buyers and the Authenticity Guarantee, respectively. We act as agent for the Seller, unless the Catalogue indicates otherwise, and a sale contract is made directly between the Seller and the Buyer. For New York Wine & Spirits auctions, Sotheby's Wine acts as agent for the Seller, unless the Catalogue indicates otherwise, and Sotheby's Inc. conducts the auction. In some cases, which will be indicated in the Catalogue, a Sotheby's Group Company may own a Lot and/or may have a legal, beneficial or financial interest in a Lot as a secured creditor or otherwise.

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(x) if you are acting as agent on behalf of a principal, you have taken steps reasonably designed to ensure compliance with Sanctions, anti-money laundering, anti-terrorism, and anti-bribery or anti-corruption laws, including but not limited to, conducting appropriate due diligence on your principal and screening source of funds. You will retain and make available upon request the documentation evidencing such due diligence for at least five years after the purchase, and all commissions payable to you for this consignment have been authorized by your principal;

(xi) your purchase will not cause (or otherwise result in) us, Sellers, or anyone else to violate any Sanctions, anti-money laundering, anti-terrorism, or anti-bribery or anti-corruption laws; and

(xii) you have full legal authority without any further action or other party's consent to enter into and perform under these Conditions of Business for Buyers and to give these representations and warranties; if you are an entity, the individual bidding on your behalf is authorized to do so and the entity is duly incorporated or formed, validly existing and in good standing in the jurisdiction where it is incorporated or formed.

(b) We may, in our sole discretion, rescind the sale of a Lot if we reasonably determine that (i) any of the Buyer's representations or warranties is inaccurate, incomplete or breached; (ii) any of the Seller's representations or warranties is inaccurate, incomplete or breached; or (iii) the sale has subjected or might subject us or the Seller to liability.

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(b) To bid on a Lot containing an NFT, you must have a digital wallet capable of supporting and accepting the NFT.

(c) To bid on any auction Lot designated as a "Premium Lot," you must complete the required Premium Lot pre-registration application. We must receive your application at least 3 business days prior to the commencement of the auction, and our decision whether to accept your application will be final. Online bidding may not be available for Premium Lots.

(d) We advise Bidders to place their bids directly, either in person at the auction (where available) or through our Online Platforms. If you elect to bid or to participate in an auction held through an Online Platform, you are responsible for making yourself aware of all salesroom notices and announcements, which will be available on the Online Platforms.

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(f) For certain sales, Bidders are permitted to submit via the Online Platform a maximum bid before the start of a live auction (an "Advance Bid"). Advance Bids will be executed on your behalf automatically up to your predefined maximum value in response to other bids placed on the Lot, including bids placed by us on behalf of the Seller, up to the amount of the Reserve (if applicable). The current leading bid will be visible to all Bidders; the value and status of your Advance Bid will be visible only to you, unless it is the leading bid. Once the live auction begins, the auctioneer will open bidding at the current leading bid. The system will continue to bid on your behalf up to your predetermined maximum bid, or you may continue to bid via the Online Platforms during the live auction at the next increment.

(g) All bidding will be in the currency of the sale location. As a courtesy to Bidders, a currency board is operated in many salerooms for live auctions for informational purposes only. Online Bidders will not be able to see any such currency conversion board that may be displayed in the auction room.

(h) We reserve the right to refuse or revoke permission to bid before or during a sale for any reason. For live auctions with bidding in person, we may refuse admission to the auction. For timed auctions, we also reserve the right to deactivate your account at any time prior to, during, or after an auction.

(i) For timed auctions, live auctions with Advance Bidding, and online sales, you may cancel a bid after you place it only if (i) the description of or the condition report for the Lot has been materially revised after the bid was placed; or (ii) a notice regarding the Lot has been posted on our website after the bid was placed. Other than in the foregoing limited circumstances, you agree that any bid you place, regardless of the means by which you have done so, is final and you will not be permitted to amend or retract it. For all auctions and sales, should your bid be successful, you irrevocably agree to pay the full Purchase Price and any applicable Buyer's Expenses. We are not responsible for any errors that you make or that are made through your Sotheby's account in placing a bid on a Lot.

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(a) An auction is by its nature fast-moving and bidding may progress very quickly. In a live auction, the auctioneer will commence and advance the bidding at levels and in increments the auctioneer considers appropriate (including by reference to any advance bids made). The auctioneer has discretion to vary bid increments in the auction room and on the telephone but Bidders using Online Platforms may not be able to place a bid that is less than a whole bidding increment above the previous bid.

(b) In a timed auction, bidding opens at an amount that is at or below the low estimate for the Lot and escalates in bid increments that we determine. We may vary the amount of the bid increments during a timed auction. Lots will be closed sequentially, either by the online system or, in some cases, by a live auctioneer. If closed by the online system, Lots will close sequentially in one-minute intervals unless a bid is placed within one minute of a Lot's scheduled closing time, in which case we will extend the sale of that Lot by two minutes from the time of the last bid and such extensions may be repeated for a maximum period of two hours. The extension of any Lot's closing time does not affect any other Lot's closing time; therefore, it is possible that Lots will close out of numerical Lot order.

(c) With respect to Parcels, at the auctioneer's discretion, the successful Bidder of the first Lot in a Parcel will have the option, but not the obligation, to purchase in consecutive order one or more of the remaining Lots in the Parcel, each at the same successful bid price as the first Lot. If any Lots in the Parcel are not purchased, the auctioneer will open the bidding on the next unsold Lot in the Parcel, and the successful Bidder of that Lot will have the option, but not the obligation, to purchase in consecutive order one or more, if any, of the remaining Lots in the Parcel, each at the newly-established successful bid price.

(d) The auctioneer (or, in a timed auction, the online system) may open bidding on any Lot by placing a bid on behalf of the Seller below the Reserve. The auctioneer may further bid on behalf of the Seller, up to but not at the Reserve, by placing successive or consecutive bids for a Lot, or by placing bids in response to other Bidders; in a timed auction, such bids will be counted toward the total bid count displayed on the Online Platform.

(e) The auctioneer (or, in a timed auction, the online system) may refuse or reject any bid, including bids that have previously been accepted, withdraw any Lot, or reopen or continue the bidding (including after the fall of the hammer or, in a timed auction, the close of a Lot). If the Reserve for a Lot is not met, the auctioneer may withdraw the Lot from sale, and the auctioneer or online system will announce that the withdrawn Lot has been "passed", "withdrawn", "returned to owner," "unsold," "bought-in" or the equivalent.

(f) In the case of error or dispute with respect to bidding, either during or after the auction, we in our sole discretion may refuse any bid, withdraw a Lot, determine who the Buyer is, continue or re-open the bidding, cancel the sale of a Lot, or re-offer and re-sell a Lot (including after the fall of the hammer or, in a timed auction, the close of a Lot), and take such other action as we reasonably deem appropriate. In the case of any dispute, our sale record will be absolute and final. In the event of any discrepancy between any online records or messages provided to you and our sale record, our sale record will prevail. Where we decide to cancel the sale of a Lot or to re-offer and sell a Lot following an error or dispute with respect to bidding, we will notify the Buyer of such decision as soon as reasonably practicable.

(g) Subject to Condition 7(e), the Buyer will be: in a live auction, the highest Bidder accepted for a Lot at the fall of the hammer; in a timed auction, the highest Bidder accepted for a Lot on the close of the Lot; in the case of a Bidder bidding as agent, such Bidder's principal will be the Buyer. This means that, subject to Condition 7(e), the sale contract between the Buyer and the Seller is concluded on the striking of the auctioneer's hammer in a live auction, or on the close of a Lot in a timed auction, whereupon the Buyer becomes liable to pay the full Purchase Price and any applicable Buyer's Expenses. The sale contract between the Seller and the Buyer of a Lot will be final at the end of the auction session.

(h) Any post-auction sale of Lots will be made pursuant to these Conditions of Business for Buyers.

8. PAYMENT

(a) Generally.

(i) Buyers will be invoiced after the sale. For online Bidders, the purchase information shown in the "My Bids" section of the Sotheby's App and in the "Account Activity" section of "My Account" on our website is provided for your convenience only. In the event of any discrepancy between the online purchase information and the invoice we send you following the sale, the invoice will prevail. We may process payments through third-party service providers, which may post operating rules related to payment on their respective websites and change such rules from time to time. For credit card payments, you authorize us, and our third-party service providers, to immediately charge your selected payment method for all amounts presented to you in the checkout and purchase process.

(ii) For auction Lots, the Buyer's Premium and Overhead Premium will be added to the Hammer Price on a per-Lot basis and are payable by the Buyer as part of the Purchase Price.

(iii) The Buyer also must pay as part of the Purchase Price any applicable sales tax, compensating use tax, VAT, consumption tax, goods or services tax or other indirect taxes, luxury tax, excise tax, and duties or tariffs (collectively, "Taxes"), as well as any applicable artist resale right royalty, on the purchase of a Lot where and as required by applicable law. We will collect any applicable Taxes and artist resale right royalty on the purchase of a Lot where and as required by applicable law. The Buyer shall pay the Purchase Price in full without any deduction for taxes of any kind, unless such deduction is required by law. In any such case, the amount due to us from the Buyer will be increased to an amount that after deduction for any such taxes leaves an amount equal to the Purchase Price.

(iv) Payment of the Purchase Price for a Lot and any Buyer's Expenses is due from the Buyer in the currency of the relevant sale (except to the extent permitted in Condition 8(b)) immediately upon conclusion of the auction, notwithstanding any requirements for export, import or other permit. The Buyer's obligation to pay the full Purchase Price and any applicable Buyer's Expenses is absolute and unconditional and is not subject to any defenses, setoffs or counterclaims of any kind whatsoever.

(v) We will not accept payment from a source other than the Buyer. If you are registered to bid as a company, your company will need to pay for any purchases in the name of the company via an accepted payment method. Partial payment for a Lot is not permitted.

(vi) Title in a purchased Lot will not pass to the Buyer until we have received the full Purchase Price in cleared funds. We will release a Lot to the Buyer or Buyer's agent after we have received from the Buyer the full Purchase Price and any applicable Buyer's Expenses in cleared funds and appropriate identification of the Buyer and Buyer's agent (if any), unless we are prevented from doing so by an event beyond our control. Any earlier release does not affect the passing of title or the Buyer's unconditional obligation to pay the full Purchase Price and any applicable Buyer's Expenses.

(b) Payment in cryptocurrency: for Lots eligible for payment in cryptocurrencies, payments made in cryptocurrency shall be subject to the terms in this Condition 8(b) in addition to the terms set forth in Condition 8(a) above.

(i) We will accept payment in cryptocurrency only for Lots designated as eligible for such in the Catalogue or by any oral or written announcement or notice prior to or during the sale, and only in the following cryptocurrencies: Bitcoin (BTC), Ether (ETH) and USD Coin (USDC).

(ii) The amount due will be the cryptocurrency equivalent at the time payment is made of the amount invoiced, and Buyer will be responsible for applicable network fees required to successfully conduct the transaction on the blockchain.

(iii) Any payment in cryptocurrency must be made within ten (10) business days of your receipt of the invoice from us, and payment must be made between the hours of 9:00am and 12:00pm Eastern Time, Monday through Friday (and not on a U.S. public holiday).

(iv) Payment must be made from an account or digital wallet in your name maintained with one of the following platforms: (1) Coinbase Custody Trust; (2) Coinbase, Inc. (including Coinbase, Coinbase Pro and Coinbase Prime accounts); (3) Fidelity Digital Assets Services, LLC; (4) Gemini Trust Company, LLC; or (5) Paxos Trust Company, LLC. Partial payments from multiple digital wallets will not be accepted, and we may require you to provide documentation to confirm that you own the wallet used to make payment.

(v) Payments in cryptocurrency will not be accepted other than in accordance with this Condition 8(b). If you make payment in cryptocurrency other than in accordance with Condition 8(b), including where we determine or reasonably believe, in our sole discretion, that any of your representations and warranties are inaccurate, incomplete or breached, we may, in our sole discretion, return those funds to you, hold you responsible for all third-party fees (including, without limitation, network fees, taxes, transfer fees, etc.), and require you to pay in the fiat currency of the sale. In addition, in the event we make any refund of Taxes to you and you paid such Taxes using cryptocurrency, you understand and agree that we may, at our sole discretion, refund you (1) the same amount(s) of the same cryptocurrency that you paid to us for such Taxes; (2) the amount(s) in fiat currency that we invoiced to you for such Taxes; or (3) the fiat currency equivalent at the time the refund is made of the amount(s) of cryptocurrency that you paid for such Taxes. In no circumstance will you be entitled to receive any appreciation on the value of the cryptocurrency that you provided to us as payment in connection with a refund.

(vi) Once you initiate a cryptocurrency transaction, the transaction cannot be reversed; this is inherent in the nature of cryptocurrencies and not a policy set by us. You are responsible for verifying that you have sent the correct amount to the correct digital wallet address.

(vii) If you make payment in cryptocurrency from a digital wallet or account, you represent and warrant the following: (1) you own the digital wallet and the cryptocurrency used to make payment; (2) the digital wallet or account is not directly or indirectly hosted, operated, or otherwise controlled by anyone that is the subject of Sanctions or located, resident, or organized in a Sanctioned Jurisdiction; (3) the cryptocurrency or any other assets in the digital wallet or account used for the bid or purchase were not sourced from anyone that is the subject of Sanctions or located, resident, or organized in a Sanctioned Jurisdiction; and (4) your payment in cryptocurrency will not cause (or otherwise result in) us, Sellers, or anyone else to violate any Sanctions, anti-money laundering, anti-terrorism, anti-bribery or anti-corruption laws, or any other applicable laws. We may, in our sole discretion, refuse payment in cryptocurrency from any Buyer if we reasonably determine any of the Buyer's representations or warranties are, or would be as a result of such payment, inaccurate, incomplete or breached.

(viii) We shall have no liability for any payment made by you in cryptocurrency that is not received by us for whatever reason.

(ix) You acknowledge the risks inherent to the use of cryptocurrency, including without limitation the risk of faulty or insufficient hardware, software, and internet connections; the risk of introduction or intrusion of malicious code or software; the risk of hacking or unauthorized access to your digital wallet or information stored therein, or of theft or diversion of funds therefrom; volatility and unstable or unfavorable exchange rates; and the risk of unfavorable regulatory intervention and/or tax treatment in relation to transaction in such currency. We will have no liability for any of the foregoing.

9. Consequences of Late- or Non-payment

(a) The Buyer is required to pay the full Purchase Price for a Lot and any applicable Buyer's Expenses in cleared funds within five days of the auction. If the Buyer fails to do so without our prior agreement, the Buyer will be in default. In such case, without prejudice to any rights or remedies the Seller may have, we may in our sole discretion exercise one or more of the following rights or remedies in respect of each Lot for which the Buyer has failed to pay in full, to the fullest extent permitted by law, in addition to any and all other rights or remedies available to us or the Seller by law or in equity:

(i) store the Lot at our premises or, if the Lot is an NFT, in our or the Seller's digital wallet, or elsewhere at the Buyer's sole risk and expense;

(ii) cancel the sale of the Lot;

(iii) set off any amounts owed to the Buyer by a Sotheby's Group Company against any amounts outstanding from the Buyer in respect of the Lot;

(iv) apply any payments made to us by the Buyer as part of the Purchase Price and Buyer's Expenses towards such Lot or any other Lot purchased by the Buyer, or to any shortfall on the resale of any Lot pursuant to paragraph (viii) below, or to any damages suffered by us as a result of breach of contract by the Buyer;

(v) reject future bids from the Buyer or render such bids subject to payment of a deposit;

(vi) charge interest at the annual percentage rate of 6% above the prime rate, but in no event greater than the maximum rate permitted by law, from the date on which payment is due to the date the Purchase Price and relevant Buyer's Expenses are received in cleared funds (both before and after judgement);

(vii) retain or exercise a lien over any of the Buyer's property that is in the possession of a Sotheby's Group Company, in which case we will inform the Buyer, and we may thereafter arrange the sale of such property and apply the proceeds to the amount outstanding;

(viii) resell the Lot at the Buyer's expense either at auction or by private sale, with estimates and reserves set at our discretion, and in the event such resale is for less than the sum of the Purchase Price and applicable Buyer's Expenses for that Lot, the Buyer will remain liable for the shortfall together with all costs incurred in such resale;

(ix) commence legal proceedings to recover the Purchase Price and Buyer's Expenses for that Lot, or to claim damages for the Buyer's breach of contract, together with interest and the costs of such proceedings on a full indemnity basis; and

(x) release the name and address of the Buyer to the Seller to enable the Seller to commence legal proceedings to recover the amounts due and legal costs, and in such case, we will take reasonable steps to notify the Buyer prior to releasing such details to the Seller.

(b) In the event the Buyer fails to pay any or all of the Purchase Price for a Lot and we elect to pay the Seller any portion or all of the sale proceeds, the Buyer acknowledges that we will have all of the rights that the Seller would otherwise have against the Buyer for any such amount, whether at law, in equity, or under these Conditions of Business for Buyers.

(c) A defaulting Buyer will be deemed to have granted and assigned to us and each other Sotheby's Group Company a continuing security interest of first priority in any property or money of or owing to such Buyer in the possession, custody or control of us or any other Sotheby's Group Company, in each case whether at the time of the applicable sale, the default or if acquired at any time thereafter, and we and each other Sotheby's Group Company may retain and apply such property or money as collateral security for the obligations due to us or to any other Sotheby's Group Company. We and each other Sotheby's Group Company will have all of the rights accorded a secured party under the New York Uniform Commercial Code. A defaulting Buyer hereby agrees that we and each other Sotheby's Group Company may file financing statements under the New York Uniform Commercial Code without the Buyer's signature.

10. COLLECTION AND DELIVERY OF PURCHASES

(a) The provisions of this Condition 10(a) apply to all Lots (or portions of Lots) that are not NFTs:

(i) The Buyer is obliged to arrange collection of purchased Lots no later than 30 calendar days after the date of sale, or if applicable, within the time stipulated in the relevant sale information available on our website.

(ii) Except as set out in this Condition 10(a)(ii), all packing and handling are at the Buyer's risk. We will not be liable for any acts or omissions of third-party packers or shippers. For Lots from a Wine & Spirits auction where we arrange for domestic shipping at your request on your behalf, we will charge you a non-refundable fee at a rate of 1% of the Purchase Price for all domestic shipments arranged. Such fee covers property handling and administration and bearing liability for loss or damage to the Property while in our possession. We will only be liable for breakage or loss during transit. All packages must be inspected upon receipt and breakage or loss reported to us immediately upon delivery of the property. We will not refund any shipping charges, packing charges, or fees.

(iii) If you request Sotheby's to assist with shipping purchased Lots to you, we will include a shipping quote outlining the Buyer's shipping costs (the "Buyer's Shipping Quote"). For international Buyers, the Buyer's Shipping Quote will be exclusive of any taxes or duties, and it is your responsibility to ascertain and pay all international duties, custom charges, taxes, charges and tariffs owed to the appropriate government entity or that otherwise need to be paid prior to shipment and/or delivery including any third-party charges necessary to facilitate shipment. Once you have accepted the Buyer's Shipping Quote and we have received in full the Purchase Price, applicable Buyer's Expenses and you have paid in full the amount stated in the Buyer's Shipping Quote by the payment deadline, we will arrange shipment of the Lot to you to the address you provided on your account following conclusion of the sale. Purchased Lots cannot be delivered to P.O. boxes, and we are unable to arrange delivery to those locations specified as excluded zones in the shipping costs calculator that is available on the Online Platform. If you request delivery of a Lot to any such destination, we reserve the right to require you to collect the Lot from us or to arrange delivery of the Lot by a third-party carrier.

(iv) If the Buyer pays the Purchase Price and Buyer's Expenses but fails to collect a Lot within 30 calendar days of the conclusion of the auction, we will store the Lot at the Buyer's expense and risk at our premises or with a third party. Regarding uncollected Lots from a Wine & Spirits auction, if a purchased Lot remains uncollected after 90 days, we may send it to our wine warehouse, upon which time applicable state and local sales tax will be charged. The Buyer hereby agrees to the Virtual Cellar Terms of Use, Storage Terms of Use and Auto-Renewal Policy with regard to the storage of such Lot(s), which can be found at https://www.sothebyswine.com/ny/storage.

(v) If a purchased Lot is not collected within six months of the auction, the Buyer authorizes us, having given notice to the Buyer, to arrange a resale of the Lot by auction or private sale, with estimates and reserves at our discretion. Any such sale conducted by a Sotheby's Group Company will be conducted under the standard Conditions of Business for Sellers and the Conditions of Business for Buyers, if any, applicable to the relevant sale. If the Lot sells, we will be entitled to deduct from the sale proceeds our standard seller's commission and any other costs we incur in selling the Lot, and any excess will be remitted to the Buyer.

(b) The provisions of this Condition 10(b) apply to all Lots (or portions of Lots) that are NFTs:

(i) In order to receive an NFT, you must have a digital wallet that is capable of supporting and accepting the NFT, that you own, and to which you have access. You understand and acknowledge that not all digital wallets can support storage of a non-fungible token, and that if your wallet does not support storage of the NFT purchased by you, you may not be able to access that NFT. If you fail to provide us with an address for a digital wallet that is capable of supporting and accepting the NFT within five business days of the conclusion of the sale, we may, in our sole discretion, treat the NFT as transferred to you for purposes of Condition 11(a)(iii), treat the NFT Lot as a Lot for which the Buyer has failed to pay in full for purposes of Condition 9, and hold you responsible for all resulting third-party fees (including, without limitation, custodial fees, insurance, network fees, taxes, transfer fees, etc.).

(ii) We or the Seller will mint or transfer the NFT to the digital wallet that you have specified, after you have met the conditions in Condition 8 and subject to any additional timing or criteria included in the Catalogue or other descriptions of the Lot. We or the Seller will transfer the NFT to the wallet address specified by you and are not responsible for confirming that you have supplied us with the correct or a valid address. We and the Seller are not responsible if the transfer of the NFT to your wallet fails, unless such failure is the result of us sending the NFT to a wallet address other than the one provided by you.

11. RISK AND RESPONSIBILITY FOR LOTS

(a) Risk and responsibility for a purchased Lot will transfer to the Buyer as follows:

(i) for Lots (or portions of Lots) that are not NFTs in live auctions: on the earlier of: (1) collection of the Lot, or (2) the 31st calendar day after the sale, or if applicable, the expiry of the time specified in the special sale information available on our website, except that risk and responsibility for wine or spirits casks will transfer to the Buyer upon the fall of the hammer. For any Lots stored at a third-party location and not available for collection from our premises, your provision to us of instructions authorizing the release to you or your agent shall constitute collection by the Buyer.

(ii) for Lots (or portions of Lots) that are not NFTs in timed auctions: (1) if we dispatch the Lot to the Buyer (using the method of shipping the Buyer specified for the Lot), when the Lot comes into the physical possession of the Buyer or the Buyer's designated agent or (2) if collection by the Buyer is available, when the Buyer or the Buyer's designated agent collects the Lot, except that in either of the foregoing, risk and responsibility for wine or spirits casks will transfer to the Buyer upon the fall of the hammer. If you choose to exercise any right you may have to cancel the contract for the purchase of the Lot (in accordance with the procedure set out at Condition 12 below), you acknowledge that the Lot is at your risk and that you should therefore insure the Lot against loss or damage until it is returned to us.

(iii) For Lots (or portions of Lots) that are NFTs: After transfer of the NFT to the digital wallet specified by you, you are responsible for secure storage of the NFT in the wallet or other storage mechanism you use to receive and/or hold the NFT. You are solely responsible for any risks associated with the transferring, creating, holding, storing, or use of NFTs or a digital wallet, as applicable, including network failures or disruptions; corrupted wallet files; viruses, phishing, bruteforcing, hacking, security breaches, mining attacks, or other means of attack against the NFT; risk of losing access to the NFT due to loss of private key(s); custodial or buyer error; regulatory interference in one or more jurisdictions; token taxation; personal information disclosure; uninsured losses; failure to provide appropriate maintenance (including without limitation hosting); and other unanticipated risks. Neither we nor the Seller will not be responsible for any such risks or losses.

(b) Once risk passes to the Buyer, the Buyer irrevocably releases us and each other Sotheby's Group Company, our and their respective officers and employees, agents, warehouses and the Seller, from any and all claims, causes of action, liabilities, damages, losses, and expenses (including but not limited to reasonable attorneys' fees) for loss of or damage to the Lot.

(c) Before risk and responsibility for a purchased Lot transfers to the Buyer in accordance with this Condition 11, we assume liability for loss or damage to a Lot, subject to the exclusions set out in paragraph (d) below. In the event of loss or damage for which we have assumed liability, we will determine the extent of depreciation to the Lot, if any, caused by the loss or damage and compensate the Buyer in respect of that loss up to the amount of the Purchase Price paid by the Buyer for the Lot.

(d) We will not be liable for any loss or damage (1) caused by any process undertaken by independent contractors engaged with your consent, including but not limited to for restoration, conservation, framing or cleaning; (2) caused to frames or to glass covering prints, paintings or other flat works; or (3) caused by changes in humidity or temperature (as long as we take reasonable care in handling the Lot), normal wear and tear, gradual deterioration or inherent vice or defect (including woodworm), war, any act or acts of terrorism (as defined by our insurers), nuclear fission, radioactive contamination, or chemical, bio-chemical or electromagnetic weapons. If the Lot is an NFT, in addition to the above, we will not be liable for any loss related to damage or corruption to the Referenced Content, failure of the NFT to reference the Referenced Content, or loss of, or other security or persistence issues related to, the Referenced Content.

(e) Upon your receipt of payment from us for any loss or damage to a Lot in accordance with this Condition 11, you, on your own behalf and on behalf of your insurer(s), irrevocably release us and each other Sotheby's Group Company, our and their respective officers and employees, agents, warehouses and the Seller from all liability for loss of or damage to such Lot and irrevocably waive all rights and claims that you might have against us or any other Sotheby's Group Company, our or their respective officers or employees, agents, warehouses or the Seller in connection with the same.

12. CONSUMER CANCELLATION

(a) Timed Auction Cancellation of Purchase

(i) If you are a "Consumer" (namely a person acting for purposes that are wholly or mainly outside of your trade, business, craft or profession) who habitually resides in the European Union or United Kingdom and the Seller is a "Trader" (namely a Seller acting for purposes relating to their trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf), then you have the right to cancel your online purchase of goods (except for goods that are personalized or made to the Buyer's specifications) (the "Consumer Cancellation Right") for any reason during the period of 14 calendar days after you or your designated agent (other than the carrier) acquires physical possession of the Lot or, if the Lot is an NFT, after the date that you have submitted payment but before we or the Seller have initiated the transfer of the NFT to the wallet specified by you (the "Consumer Cancellation Period"). Once, however, we or the Seller have initiated the transfer of the NFT to the wallet specified by you, you agree that you will no longer have the right to cancel the sale under the terms of this Condition. To exercise the Consumer Cancellation Right in relation to a Lot, the Consumer must (1) notify us of intention to cancel by a clear statement (e.g. a letter sent by post, fax or email or you may use the model cancellation form provided in Condition 12(c)) prior to the end of the Consumer Cancellation Period, and (2) for Lots that are not NFTs, return the Lot to us in the same condition as when you or your representative received it, by no later than 14 calendar days after providing notice of intent to cancel.

(ii) You shall return the Lot or deliver it to us at such address as we may specify for the purpose, without undue delay and in any event no later than 14 calendar days from the day after which you notify us of your intention to cancel your purchase of the Lot. This deadline is met if you send back the Lot before the period of 14 calendar days has expired. You must bear the direct costs of returning the Lot. If we had arranged for the Lot to be delivered to you, we estimate that the cost of returning the Lot by the same means is likely to be similar to the cost of delivery, but it is not possible for us to be more accurate as to this cost due to the many variables involved in our worldwide business model and the means by which a return might be made.

(iii) If the foregoing conditions for exercising the Consumer Cancellation Right are met, we will reimburse the Buyer for Purchase Price, if paid, plus standard delivery charges, if we are required to do so in accordance with the Consumer Cancellation Right. We will not process the reimbursement unless and until the Lot is returned to us or you have supplied us with evidence of having returned the Lot to us.

(iv) We will make the reimbursement to the Buyer using the same method of payment as the Buyer used for the initial transaction, unless expressly agreed otherwise. We will not charge the Buyer any fee in connection with processing the reimbursement.

(v) We will not reimburse the Buyer for any supplementary costs that arose if you chose a type of delivery other than the least expensive type of standard delivery offered by us or any import duties you incur as a result of you returning the Lot to us. We are entitled to deduct from the reimbursement the amount of any loss in value of the Lot that is caused as a result of unnecessary handling by you.

(vi) If you exercise a Consumer Cancellation Right pursuant to this Condition 12 and you paid any amount(s) due using cryptocurrency, we may, at our sole discretion, refund you (1) the same amount(s) of the same cryptocurrency that you paid to us; (2) the amount(s) in fiat currency that we invoiced to you; or (3) the fiat currency equivalent, based on the exchange rate quoted by a financial entity designated by us, at the time the refund is made of the amount(s) of cryptocurrency that you paid. In no circumstance will you be entitled to receive any appreciation on the value of the cryptocurrency that you provided to us as payment in connection with a refund.

(b) Cancellation of Delivery Services

(i) If you are a Consumer who habitually resides in the European Union or United Kingdom, then you have the right to cancel the contract for any delivery services in connection with your purchase of a Lot (the "Services Cancellation Right") for any reason during the period of 14 calendar days after the conclusion of the contract for delivery services (the "Services Cancellation Period").

(ii) If you request us to begin performance of the delivery services during the Services Cancellation Period and subsequently decide to exercise your right to cancel the provision of services during the Services Cancellation Period, you shall pay us the cost of the services that have been performed by the time you exercise your cancellation right. We will make any reimbursement due to you not later than 14 days after the date on which we are informed about your decision to cancel the services. We will make the reimbursement to you using the same method of payment as you used for the initial transaction, unless expressly agreed otherwise. We will not charge any fee in connection with processing the reimbursement.

(c) To exercise a Consumer or Services Cancellation Right, you must notify us of your intention to cancel by a clear statement (e.g. a letter sent by post, fax or email) prior to the end of the Consumer or Services Cancellation Period. Alternatively, you may use the following model cancellation form:

To: Sotheby's [insert the name of the company within the Sotheby's Group conducting the relevant sale]

I/We hereby give notice that I/We* cancel [my/our online purchase of the following goods[*]][the provision of the following delivery services [*]],*

Ordered on [*]/received on [*],

Name of Consumer(s):

Address of Consumer(s):

Signature of Consumer(s) [only if the notification is in hard copy]

Date:

[*] Delete as appropriate

13. EXCLUSIONS AND LIMITATIONS OF LIABILITY

(a) Generally

(i) Neither we nor the Seller will be liable for errors or omissions in the glossary of terms, if any, or the Catalogue or other descriptions of the Lot, though if we discover a material error or omission in such materials prior to the auction, we will endeavor to provide a correction, time permitting.

(ii) We reserve the right to withdraw any Lot before the conclusion of the sale and will have no liability to you for such withdrawal. Regarding Experiences, we reserve the right to withdraw any Experience before or after the sale, and we will have no liability to you for such withdrawal.

(iii) We offer the Online Platforms as a convenience to clients. The application that enables participation via the Online Platforms is optimized for broadband connectivity (DSL or cable modem). Broadband or other internet capacity constraints, corporate firewalls and other technical problems beyond our reasonable control may create difficulties for some users including, for example, in relation to accessing an auction via the Online Platforms and in maintaining continuity of such access. Neither we nor the Seller will be liable to you for any failure to execute bids through our Online Platforms, or errors or omissions in connection therewith, including, without limitation, errors or failures caused by (1) any loss of connection between you and our Online Platforms; (2) a breakdown on or problem with our Online Platforms or other technical services; or (3) a breakdown or problem with your internet connection, computer, mobile device or system.

(iv) We are not liable to you for any acts or omissions in connection with the conduct of the auction or for any matter relating to the sale of any Lot, other than as set out in the Authenticity Guarantee, or as may be required by applicable law.

(v) The Seller of any Lot is not liable to you for any acts or omissions in connection with any matter relating to the sale of such Lot, other than a breach of the express representations and warranties given by the Seller.

(vi) Unless we own a Lot offered for sale, we are not responsible for any breach of these Conditions of Business for Buyers by the Seller.

(vii) Neither you nor we nor the Seller will be liable for any special, consequential, indirect, incidental or punitive damages.

(viii) With respect to Experiences, no Sotheby's Group Company, nor our and their respective officers and employees, will be liable for any negligent act or omission of any person or entity providing any goods or services arising out of or in connection with the fulfillment of an Experience or the Buyer's participation in the Experience, or for any claims, causes of action, liabilities, damages, losses, or expenses (including but not limited to reasonable attorneys' fees) arising out of or in connection with the Buyer's interaction with the Seller or any third party in connection with an Experience.

(ix) Without prejudice to Conditions 13(a)(i)-(viii), our and the Seller's aggregate liability to you under these Conditions of Business for Buyers for any claim relating to a Lot will not exceed the amount of the Purchase Price of the Lot actually paid, except in the case of our willful misconduct or fraud, or in the case of death or personal injury caused by our negligent acts or omissions.

(b) In addition to the terms set forth in Condition 13(a) above and without limiting Condition 3(j) above in any way, NFTs shall be subject to the additional terms in this Condition 13(b).

(i) We are only selling the ownership rights to the NFT and in no way are we responsible for any resales or secondary market sales of the NFT or the Referenced Content or any iterations of the same. Any copyright(s) in and to the NFT and Referenced Content, including but not limited to, any reproduction rights in any Referenced Content, remain with the creator(s) thereof, and the purchase of the NFT does not constitute an assignment of any copyright(s) in and to the NFT or Referenced

Content. If you purchase an NFT, then, including without limitation, these Conditions of Business for Buyers, and any Listing Terms, we hereby grant you a worldwide, non-exclusive, non-transferable, royalty-free license to use, copy and display the NFT and the Referenced Content for such purchased NFT solely for the following purposes: (a) for your own personal, non-commercial use; (b) as part of a marketplace that permits the purchase and sale of your NFTs; or (c) as part of a third party website or application that permits the inclusion, involvement, or participation of your NFT. This license only lasts as long as you are the valid owner and holder of the NFT associated with the Referenced Content. If you sell or transfer the NFT to another person, this license will transfer to such other owner or holder of the NFT, and you will no longer have the benefits of such license. All rights not expressly granted herein are reserved.

(ii) You agree that you may not, nor permit any third party to do or attempt to do any of the following without our (or, as applicable, our licensors') express prior written consent in each case: (a) modify the Referenced Content for NFTs in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes; (b) use the Referenced Content for your NFT to advertise, market, or sell any third party product or service; (c) use the Referenced Content for your NFT for any derogatory or defamatory purpose that creates harmful associations or a risk of harm, damage or liability to any of the Sotheby's Group Companies, e.g., in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; (d) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the Referenced Content for your NFT; (e) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Referenced Content for your NFT; (f) create, sell or attempt to create or sell fractionalized interests in the Referenced Content or any NFT; or (g) otherwise utilize the Referenced Content for your NFT for your or any third party's commercial benefit.

(iii) If the Referenced Content associated with your NFT contains third party copyrights, trade secrets, trademarks, know-how, patent rights or any other intellectual property rights recognized in any country or jurisdiction in the world (collectively, "**Third Party IP**") (e.g., licensed intellectual property from any rights holder, such as music performance rights or publicity rights), you understand and agree as follows: (a) you will not have the right to use such Third Party IP in any way except as incorporated in the Referenced Content for your NFT, and subject to the license and restrictions contained herein; (b) depending on the nature of the license granted from the owner of the Third Party IP, we may need to (and reserve every right to) pass through additional restrictions on your ability to use the Referenced Content; (c) to the extent that we inform you of such additional restrictions, you will be responsible for complying with all such restrictions from the date that you receive the notice, and that failure to do so will be deemed a breach of the license contained herein; (d) such third party owns and retains all right, title and interest in and to such Third Party IP except as expressly licensed hereunder; and (e) the licensor of such Third Party IP shall be a third-party beneficiary of (but not a party to), and entitled to enforce, these Conditions of Business for Buyers against you with respect to such Third Party IP.

(iv) Transfer of ownership to an NFT will not guarantee that you will continue to have access to the Referenced Content to which it relates and you further acknowledge and agree to the risks associated with purchasing, using, transferring, and owning NFTs, as applicable, including, but not limited to, telecommunications, network, server, or blockchain failures, malfunctions, or disruptions; risk of losing access to the NFT due to lost or forgotten private key(s) or password(s) or corrupted wallet files; mis-typed addresses or incorrectly constructed transactions; viruses, phishing, bruteforcing, hacking, security breaches, mining attacks, or other means of cyber-security attack; custodial or buyer error; regulatory interference in one or more jurisdictions; token taxation; personal information disclosure; uninsured losses; and other unanticipated risks.

(v) Neither you nor we nor the Seller will be liable for any special, consequential, indirect, incidental or punitive damages, including, as applicable, damages relating to any of the risks or disclaimed attributes set forth in Condition 13(b)(iii). In addition to the above, we will not be liable for any loss whatsoever related to damage or corruption to the Referenced Content, failure of the NFT to reference the Referenced Content, or loss of, or other security or persistence issues related to, the Referenced Content.

(vi) You have sufficient understanding of NFTs, digital wallets and other storage mechanisms, cryptocurrencies, blockchain technology, and the use, characteristics, functionality, programming, and/or other material characteristics of all of the foregoing, to fully understand and agree to these Conditions of Business for Buyers and the disclaimers and risks outlined herein, or have consulted with professional advisors in relation to the foregoing such that any participation by you in the auction of any NFT constitutes an informed acceptance of such disclaimers and risks.

14. DATA PROTECTION

(a) We will hold and process your personal information and may share it with another Sotheby's Group Company for use as described in, and in line with, our Privacy Policy published on our website https://www.sothebys.com/privacy-policy or available on request by email to enquiries@sothebys.com.

(b) We may film auctions or other activities on any Sotheby's Group Company's premises and such recordings may be transmitted over the internet via our website or other Online Platforms or social media. Online and telephone bids may be recorded and you agree to such recording.

15. AUTHENTICITY GUARANTEE

(a) We, as principal, provide an Authenticity Guarantee to the Buyer, subject to the following terms and conditions, that the information regarding authorship, period or origin set out in the Guarantee Line (as defined) is correct. The "**Guarantee Line**" for each Lot is set out on the respective Lot page in the online Catalogue on our website and, where applicable, in the Guarantee Line Schedule in the hardcopy Catalogue (if any). Notwithstanding anything to the contrary in this Condition 15, with respect to NFTs, unless otherwise set forth on the respective Lot page on our website, the Guarantee Line is regarding the authorship of the Referenced Content, if any. The Guarantee Line may be amended by a salesroom or website posting or announcement. Buyers should refer to the glossary of terms, if any, for an explanation of terminology used in the Guarantee Line.

(b) The Authenticity Guarantee is provided for a period of five years after the date of the auction (the "**Guarantee Period**"), except as otherwise provided below.

(c) The Authenticity Guarantee is provided solely for the benefit of the Buyer and cannot be transferred to any third party.

(d) To claim under the Authenticity Guarantee, the Buyer must:

(i) notify us in writing within three months of receiving any information that causes the Buyer to question the correctness of the Guarantee Line and in any event by no later than the expiry of the Guarantee Period, specifying the Lot number and the date of the sale in which it was purchased, and providing all the information in the Buyer's possession in support of the Buyer's claim; and

(ii) return the Lot to us or, at our direction, to the Seller or another third party, in the same condition as at the date of sale to the Buyer and be able to transfer good title in the Lot, free from any third-party interest or claim(s) arising after the date of the sale.

In addition, we may also require the Buyer to obtain at the Buyer's cost the reports of two independent and recognized experts in the field, mutually acceptable to us and the Buyer. We will not be bound by any such reports and we reserve the right to seek additional expert advice at our expense.

(e) We reserve, in our absolute discretion as principal, the right to reject a claim under the Authenticity Guarantee if:

(i) the Guarantee Line was in accordance with the opinions of scholars and experts, which are generally accepted and known or privately expressed to us, as at the date of the sale, or the Lot description indicated that there was a conflict of such opinions;

(ii) the only method of establishing that the Guarantee Line was incorrect at the date of the sale would have been by means or processes not then generally available or accepted, unreasonably expensive or impractical to use, or likely to have caused damage or loss of value to the Lot;

(iii) the manner in which the Guarantee Line is said to be incorrect is due only to damage, restoration, modification work of any kind (including repainting or over-painting) present at the time of the sale, or the inability of the manufacturer, maker or relevant archives to confirm the correctness of the Guarantee Line; or

(iv) the manner in which the Guarantee Line is incorrect does not result in a material loss in value of the Lot.

(f) Subject to the above, if we reasonably determine that the Guarantee Line in respect of a Lot is not correct, we will ensure that the sale is rescinded, and that the Buyer is refunded the Purchase Price in the currency of the sale.

(g) The Buyer acknowledges and agrees that rescission of the sale and the refund of the Purchase Price is the Buyer's sole remedy available under the Authenticity Guarantee and is in lieu of any other remedy that might otherwise be available to the Buyer as a matter of law or in equity.

(h) Additional provisions specific to Lots in Jewelry, Wine & Spirits, Tea and Books & Manuscripts auctions:

(i) With respect to Lots containing any gemstone, jade or pearls, the Authenticity Guarantee is that the gemstone or pearls are genuine or of natural origin, and the Guarantee Period for any claim that the gemstone or pearls are not genuine or of natural origin is 21 days from the date of the sale.

(ii) With respect to Lots sold in a Wine & Spirits or Tea auction, the Authenticity Guarantee is that the producer and vintage (and for Tea, type) is as stated in the Guarantee Line, and the Guarantee Period is 21 days from the date of the auction.

(iii) With respect to Lots sold in a Books & Manuscripts auction, the Authenticity Guarantee also includes a guarantee to the Buyer for a Guarantee Period of 21 days from the date of the auction that, subject to Conditions 15(c)-(g), the Lot's text and/or illustrations are not materially defective. Subject to the following exceptions, if we reasonably determine that the text or illustrations in a Lot are materially defective, we will ensure that the sale is rescinded, and that the Buyer is refunded the Purchase Price in the currency of the sale. We reserve the right to reject a claim under this Condition 15(h) if:

(1) the Lot comprises an atlas, an extra-illustrated book, a volume with fore-edged paintings, a periodical publication or a print or drawing;

(2) in the case of a manuscript, the Lot was not described in the Catalogue as complete;

(3) the defect complained of was mentioned in the Lot description or the item complained of was sold un-named in a Lot;

(4) the defect complained of is not a defect in text or illustration, such as without limitation, damage to bindings, stains, foxing, marginal wormholes, lack of blank leaves or half titles or other conditions not affecting the completeness of the text or illustration, lack of list of plates, inserted advertisements, cancels or any subsequently published volume, supplement, appendix or plates or error in the enumeration of the plates, or is based on the age of hand-coloring in maps, atlases or books; or

(5) the manner in which the text or illustrations are defective does not result in a material loss in value of the Lot.

(i) For the avoidance of any doubt, the Authenticity Guarantee does not limit any rights or remedies that may be available to the Buyer under the applicable law and that cannot by law be excluded or limited by these Conditions of Business for Buyers.

16. MISCELLANEOUS

(a) You shall provide to us, upon our request, verification of identity and any additional information required to comply with our Know Your Client requirements, applicable law or to evidence your authority to enter into these Conditions of Business for Buyers. If you are an agent acting on behalf of a principal, you shall also disclose to us the identity of the principal and provide to us, upon our request, verification of identity and any additional information required to comply with our Know Your Client requirements, applicable law with respect to you and the principal or to evidence your authority to bid on behalf of and to bind the principal. We reserve the right to seek identification of the source of funds received. If we have not completed our enquiries in respect of Know Your Client, Sanctions, anti-money laundering, anti-terrorist financing or other checks as we consider appropriate concerning you (or your principal, if applicable) to our satisfaction or if we are not satisfied in our sole discretion with the results of such enquiries, we may, in our sole discretion, prohibit you or the principal from bidding, or not complete, cancel or rescind the sale of any Lot, including refusing or returning any payment, as appropriate, and take any further action required or permitted under applicable law without any liability to you.

(b) You are personally liable for your bid. If you are an agent acting on behalf of a principal, you and your principal are bound by the terms of these Conditions of Business for Buyers and jointly and severally assume your obligations and liabilities under them.

(c) We own the exclusive copyright to all images and written material we produce relating to each Lot. You cannot use them without our prior written permission. We may use them as we deem appropriate, to the extent permitted by law, before, during or after the sale of a Lot.

(d) The Conditions of Business for Buyers, including the Authenticity Guarantee, and the express representations and warranties and indemnity given by the Seller together are the entire agreement between us, the Seller and you with respect to the subject matter hereof and supersedes all prior or contemporaneous written, oral or implied understandings, representations or agreements relating to the subject matter of this agreement. If any part of this agreement is deemed invalid or unenforceable, such invalidity or unenforceability will not affect the remaining provisions, which will remain in full force and effect. No act, omission or delay by us shall be deemed a waiver or release of any of our rights.

(e) These Conditions of Business for Buyers are binding upon, and inures to the benefit of, you, your estate, heirs, executors, devisees, representatives, administrators, successors and permitted assigns.

(f) You may not assign or delegate your rights or obligations under these Conditions of Business without our prior written consent.

(g) Notices to us should be in writing and addressed to the department in charge of the sale, quoting the reference number specified for the auction.

17. LAW AND JURISDICTION

This agreement will be governed by and construed in accordance with the laws of the State of New York. In the event of a dispute arising from or relating to this agreement, you agree to submit to the exclusive jurisdiction of the state courts of and the federal courts sitting in the State and County of New York, though we will retain the right to bring proceedings in a court other than the state and federal courts sitting in the State and County of New York.

Last Modified August 30, 2022

BUYING AT AUCTION

The following will help in understanding the auction buying process as well as some of the terms and symbols commonly used in an auction catalogue. All bidders should read the Conditions of Business for Buyers, as well as the Glossary or any other notices. By bidding at auction, bidders are bound by the Conditions of Business for Buyers, as amended by any oral announcement or posted notices.

1. SYMBOL KEY

□ Reserves

Unless indicated by a box (□), all lots in this catalogue are offered subject to a reserve. A reserve is the confidential minimum hammer price at which a lot will be sold. The reserve is generally set at a percentage of the low estimate and will not exceed the low estimate of the lot. If any lots in the catalogue are offered without reserve, such lots will be designated by a box (□). If every lot in a catalogue is offered without a reserve, the Conditions of Business for Buyers will so state and this symbol will not be used for each lot.

○ Guaranteed Property

The seller of lots with this symbol has been guaranteed a minimum price from one auction or a series of auctions. This guarantee may be provided by Sotheby's or jointly by Sotheby's and a third party. Sotheby's and any third parties providing a guarantee jointly with Sotheby's benefit financially if a guaranteed lot is sold successfully and may incur a loss if the sale is not successful. A third party providing a guarantee jointly with Sotheby's may provide an irrevocable bid, or otherwise bid, on the guaranteed property. If this auction has a printed catalogue, a PDF catalogue or both and the guaranteed property symbol for a lot is not included in such catalogue or if there is no printed catalogue or PDF catalogue and the guaranteed property symbol for a lot is not included at the time the digital catalogue is initially available for viewing, then Sotheby's will notify bidders that there is a guarantee on the lot by one or more of the following means: the lot's specific webpage will be updated to include the guaranteed property symbol, a notice will be added to the Sotheby's webpage for the auction, or a pre-sale or pre-lot announcement will be made indicating that there is a guarantee on the lot.

△ Property in which Sotheby's has an Ownership Interest

Lots with this symbol indicate that Sotheby's owns the lot in whole or in part or has an economic interest in the lot equivalent to an ownership interest.

⋑ Irrevocable Bids

Lots with this symbol indicate that a party has provided Sotheby's with an irrevocable bid on the lot that will be executed during the sale at a value that ensures that the lot will sell. The irrevocable bidder, who may bid in excess of the irrevocable bid, may be compensated for providing the irrevocable bid by receiving a contingent fee, a fixed fee or both. From time to time, a Sotheby's shareholder may be an irrevocable bidder. If the irrevocable bidder is the successful bidder, any contingent fee, fixed fee or both (as applicable) for providing the irrevocable bid may be netted against the irrevocable bidder's obligation to pay the full purchase price for the lot and the purchase price reported for the lot shall be net of any such fees. From time to time, Sotheby's may enter into irrevocable bid agreements that cover multiple lots. In such instances, the compensation Sotheby's will pay the irrevocable bidder is allocated to the lots for which the irrevocable bidder is not the successful purchaser. Under such circumstances, the total compensation to the irrevocable bidder will not exceed the total buyer's premium and other amounts paid to Sotheby's in respect of any lots for which the irrevocable bidder is not the successful bidder. If this auction has a printed catalogue, a PDF catalogue or both and the irrevocable bid is not secured until after such catalogue is finalized or if there is no printed catalogue or PDF catalogue and the irrevocable bid is not secured until after the digital catalogue is initially available for viewing, then Sotheby's will notify bidders that there is an irrevocable bid on the lot by one or more of the following means: the lot's specific webpage will be updated to include the irrevocable bid symbol, a notice will be added to the Sotheby's webpage for the auction, or a pre-sale or pre-lot announcement will be made indicating that there is an irrevocable bid on the lot. From time to time, Sotheby's or any affiliated company may provide the irrevocable bidder with financing related to the irrevocable bid. In addition, from time to time, an irrevocable bidder may have knowledge of the amount of a guarantee. If the irrevocable bidder is advising anyone with respect to the lot, Sotheby's requires the irrevocable bidder to disclose his or her financial interest in the lot. If an agent is advising you or bidding on your behalf with respect to a lot identified as being subject to an irrevocable bid, you should request that the agent disclose whether or not he or she has a financial interest in the lot.

⊻ Interested Parties

Lots with this symbol indicate that parties with a direct or indirect interest in the lot may be bidding on the lot, including (i) the beneficiary of an estate selling the lot, or (ii) the joint owner of a lot. If the interested party is the successful bidder, they will be required to pay the full buyer's premium and overhead premium. In certain instances, interested parties may have knowledge of the reserve. If this auction has a printed catalogue, a PDF catalogue or both and the interested party's possible participation in the sale Is not known until after such catalogue is finalized or if there is no printed catalogue or PDF catalogue and the interested party's possible participation in the sale Is not known until after the digital catalogue is initially available for viewing, then Sotheby's will notify bidders that an interested party may bid on the lot by one or more of the following means: the lot's specific webpage will be updated to include the interested parties symbol, a notice will be added to the Sotheby's webpage for the auction, or a pre-sale or pre-lot announcement will be made indicating that an interested party may bid on the lot.

⊛ Restricted Materials

Lots with this symbol have been identified at the time of cataloguing as containing organic material which may be subject to restrictions regarding import or export. The information is made available for the convenience of bidders and the absence of the symbol is not a warranty that there are no restrictions regarding import or export of the Lot. Please also refer to the section on Endangered Species in the information on Buying at Auction.

∏ Monumental

Lots with this symbol may, in our opinion, require special handling or shipping services due to size or other physical considerations. Bidders are advised to inspect the lot and to contact Sotheby's prior to the sale to discuss any specific shipping requirements.

✧ Premium Lot

In order to bid on "Premium Lots" (in print catalogue or ✧ in the lot's specific webpage) you may be required to complete a Premium Lot pre-registration application. You must arrange for Sotheby's to receive your pre-registration application at least three working days before the sale. Please bear in mind that we are unable to obtain financial references over weekends or public holidays. Sotheby's decision whether to accept any pre-registration application shall be final. If all lots in the catalogue are "Premium Lots", a Special Notice will be included to this effect and this symbol will not be used.

⊖ US Import Tariff

Please note that this lot is subject to an import tariff. The amount of the import tariff due is a percentage of the value declared upon entry into the United States. The amount of the import tariff is not based on the final hammer price. The buyer should contact Sotheby's prior

to the sale to determine the amount of the import tariff. If the buyer instructs Sotheby's to arrange shipping of the lot to a foreign address, the buyer will not be required to pay the import tariff. If the buyer instructs Sotheby's to arrange shipping of the lot to a domestic address, or if the buyer collects the property in person, or if the buyer arranges their own shipping (whether domestically or internationally), the buyer will be required to pay the import tariff. The import tariff is included in the purchase price and, where applicable, sales tax will be added to the purchase price as per our Sales and Use Tax section.

Cryptocurrency Payments

We will accept cryptocurrency as payment for lots with this symbol, within the parameters specified in the Conditions of Business for Buyers (or where applicable, in the Conditions of Sale and Additional Conditions of Sale for Payment by Cryptocurrency) applicable to the sale and only on the terms and conditions set out therein as of the date of the sale. Please review those terms and conditions if you are interested in paying in cryptocurrency, and contact Post Sale Services for more information.

2. BEFORE THE AUCTION

Bidding in advance of the live auction For certain sales, you may bid in advance of the live auction ("Advance Bids") on sothebys.com or the Sotheby's App. In order to do so, you must register an account with Sotheby's and provide requested information. Once you have done so, navigate to your desired lot, and click the "Place Bid" button. You may bid at or above the starting bid displayed on the Online Platforms. Please note that we reserve the right to amend the starting bid prior to the start of the live auction. You may also input your maximum bid which, upon confirmation, will be executed automatically up to this predefined maximum value, in response to other bids, including bids placed by Sotheby's on behalf of the seller up to the amount of the reserve (if applicable). The current leading bid will be visible to all bidders; the value and status of your maximum bid will be visible only to you. If the status of your bid changes, you will receive notifications via email and push (if you have enabled push notifications) leading up to the live auction. You may raise your maximum bid at any time in advance of the live auction. Please note in certain circumstances, clients who have been outbid may be reinstated as the leading bidder and will receive notification via email or push notifications (if enabled on your device).

The Catalogue The catalogue will help familiarize you with property being offered at the designated auction. Prospective bidders should consult sothebys.com for the most up to date cataloguing of the property in this catalogue.

Estimates Each lot in the catalogue is given a low and high estimate, indicating to a prospective buyer a range in which the lot might sell at auction. When possible, the estimate is based on previous auction records of comparable pieces. The estimates are determined several months before a sale and are therefore subject to change upon further research of the property, or to reflect market conditions or currency fluctuations. Estimates should not be relied upon as a representation or prediction of actual selling prices.

Provenance In certain circumstances, Sotheby's may include in the catalogue the history of ownership of a work of art if such information contributes to scholarship or is otherwise well known and assists in distinguishing the work of art. However, the identity of the seller or previous owners may not be disclosed for a variety of reasons. For example, such information may be excluded to accommodate a seller's request for confidentiality or because the identity of prior owners is unknown given the age of the work of art.

Specialist Advice Prospective bidders may be interested in specific information not included in the catalogue description of a lot. For additional information, please contact either a Sotheby's specialist in charge of the sale, or Sotheby's Client Services Department. You may also request a condition report from the specialist in charge.

Viewing Property will be available for viewing at an exhibition of the auction property or by appointment only at our New York premises or such other location as we may indicate from time to time as indicated on the webpage for the sale.

Salesroom Notices Salesroom notices amend the catalogue description after our catalogue is available. They are announced by the auctioneer and/or posted on the sale page. Please take note of them.

Registration Sotheby's may require such necessary financial references, guarantees, deposits and/or such other security, in its absolute discretion, as security for your bid.
If you are not successful on any lot, Sotheby's will arrange for a refund (subject to any right of set off) of the deposit amount paid by you without interest within 14 working days of the date of the sale. Any exchange losses or fees associated with the refund shall be borne by you. Registration to bid on Premium Lots must be done at least 3 business days prior to the sale.

3. DURING THE AUCTION

The Auction Auctions are open to the public (subject to any governmental health or safety restrictions) without any admission fee or obligation to bid. The auctioneer introduces the objects for sale — known as "lots" — in numerical order as listed in the catalogue. Unless otherwise noted in the catalogue, on the sale page or by an announcement at the auction, Sotheby's acts as agent on behalf of the seller and does not permit the seller to bid on his or her own property. It is important for all bidders to know that the auctioneer may open the bidding on any lot by placing a bid on behalf of the seller. The auctioneer may further bid on behalf of the seller, up to the amount of the reserve, by placing responsive or consecutive bids for a lot. The auctioneer will not place consecutive bids on behalf of the seller above the reserve.

Absentee Bidding for Live Auctions If you do not wish to bid online during a live auction, you may place your bid ahead of time, either via sothebys.com or the App, or by submitting your bid in writing to the Bids Department. Once the live auction opens, when the lot that you are interested in comes up for sale, the auctioneer will execute the bid on your behalf, making every effort to purchase the item for as little as possible and never exceeding your limit. This service is free and confidential.

Advance Bidding for Live Auctions For certain live sales, where Advance Bids are accepted, if you submit an "Advance Bid" (as described above in "BEFORE THE AUCTION"), and your bid is not executed up to its maximum value before the live auction begins, your bid will continue to be executed automatically on your behalf during the live auction up to your predetermined maximum bid. You may also continue to bid via the Online Platforms at the next increment above your maximum bid. Online bidding may not be available for Premium Lots.

In Person Bidding for Live Auctions For the most up-to-date information regarding in person bidding, please call Sotheby's or visit Sothebys.com. Bidders are encouraged to submit bids online on Sothebys.com or through the Sotheby's App.

Telephone Bidding for Live Auctions In some circumstances, we offer the ability to place bids by telephone live to a Sotheby's representative on the auction floor. Please contact the Bid Department prior to the sale to make arrangements or to answer any questions you may have. Telephone bids are accepted only at Sotheby's discretion and at the caller's risk. Calls may also be recorded at Sotheby's discretion. By bidding on the telephone, prospective buyers consent thereto.

Online Bidding Bidders are encouraged to submit bids online on Sothebys.com or through the Sotheby's App. For information about registering to bid on sothebys.com or through the Sotheby's App, please see sothebys.com. Online bidding may not be available for Premium Lots.

Employee Bidding Sotheby's employees may bid in a Sotheby's auction only if the employee does not know the reserve and if the employee fully complies with Sotheby's internal rules governing employee bidding.

Economic Sanctions The United States, the United Kingdom and the European Union maintain economic and trade sanctions against targeted foreign countries, groups and organizations. There may be restrictions on the import into the United States, the United Kingdom and the European Union of certain items originating in sanctioned countries. The purchaser's inability to import any item into these countries or any other country as a result of these or other restrictions shall not justify cancellation or rescission of the sale or any delay in payment. Please check with the specialist department if you are uncertain as to whether a lot is subject to these import restrictions, or any other restrictions on importation or exportation.

Hammer Price and the Buyer's Premium and the Overhead Premium For lots which are sold, the last price for a lot as announced by the auctioneer is the hammer price. A buyer's premium and an overhead premium will be added to the hammer price and are payable by the purchaser as part of the total purchase price. The applicable buyer's premium and overhead premium rates are as set forth in the Conditions of Business for Buyers.

Currency Board As a courtesy to bidders, a currency board is operated in many salesrooms. It displays the lot number and current bid in both U.S. dollars and foreign currencies. Exchange rates are approximations based on recent exchange rate information and should not be relied upon as a precise invoice amount. Sotheby's assumes no responsibility for any error or omission in foreign or United States currency amounts shown.

Results Sale results are available on sothebys.com and on the Sotheby's App.

International Auctions If you need assistance placing bids, obtaining condition reports or receiving auction results for a Sotheby's sale outside the United States, please contact our International Client Services Department.

4. AFTER THE AUCTION

Payment If your bid is successful, your invoice will be mailed to you. The final price is determined by adding the buyer's premium, overhead premium and any other applicable charges to the hammer price on a per-lot basis. Sales tax, where applicable, will be charged on the entire amount. Payment is due in full immediately after the sale. However, under certain circumstances, Sotheby's may, in its sole discretion, offer bidders an extended payment plan. Such a payment plan may provide an economic benefit to the bidder. Credit terms should be requested at least one business day before the sale. However, there is no assurance that an extended payment plan will be offered. Please contact Post Sale Services or the specialist in charge of the sale for information on credit arrangements for a particular lot. Please note that Sotheby's will not accept payments for purchased lots from any party other than the purchaser, unless otherwise agreed between the purchaser and Sotheby's prior to the sale.

Payment by Cash It is against Sotheby's general policy to accept payments in the form of cash or cash equivalents.

Payment by Credit Cards Sotheby's accepts payment by credit card for Visa, MasterCard, and American Express only. Credit card payments may not exceed $50,000 per sale. Payment by credit card may be made (a) online at https://www.sothebys.com/en/invoice-payment.html, (b) through the Sotheby's App, (c) by calling in to Post Sale Services at +1 212 606 7444, or (d) in person at Sotheby's premises at the address noted in the catalogue (subject to any governmental health or safety restrictions). Please contact Post Sale Services for more information regarding paying in person.

Payment by Check Please contact Post Sale Services for information regarding payment by check.

Payment by Wire Transfer To pay for a purchase by wire transfer, please refer to the payment instructions on the invoice provided by Sotheby's or contact Post Sale Services to request instructions.

Sales and Use Tax New York sales tax is charged on the hammer price, buyer's premium, overhead premium and any other applicable charges on any property picked up or delivered in New York State, regardless of the state or country in which the purchaser resides or does business. Purchasers who wish to use their own shipper who is not a considered a "common carrier" by the New York Department of Taxation and Finance will be charged New York sales tax on the entire charge regardless of the destination of the property. Please refer to "Information on Sales and Use Tax Related to Purchases at Auction".

Collection and Delivery

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uspostsaleservices@sothebys.com

All collections and deliveries for purchased property will be handled by Post Sale Services in coordination with purchasers after the auction. Unless otherwise agreed by Sotheby's, all property must be removed from our or our vendor's premises (as indicated on the invoice) by the purchaser at his expense not later than 30 calendar days following the close of the auction. As a reminder your property cannot be released until payment has been received and cleared.

Shipping Services Sotheby's offers a comprehensive shipping service to meet all of your requirements. If you received a shipping quotation or have any questions about the services we offer please contact us.

Collecting your Property All collections and deliveries for purchased property will be handled by Post Sale Services in coordination with purchasers after the auction. Unless otherwise agreed by Sotheby's, all property must be removed from our or our vendor's premises (as indicated on the invoice) by the purchaser at his expense not later than 30 calendar days following the close of the auction. As a courtesy to purchasers who come to Sotheby's to collect property, Sotheby's will assist in the packing of lots, although Sotheby's may, in the case of fragile articles, choose not to pack or otherwise handle a purchase.

If you are using your own shipper to collect property from Sotheby's, please provide a letter of authorization and kindly instruct your shipper that they must provide a Bill of Lading prior to collection. Both documents must be sent to Post Sale Services prior to collection.

The Bill of Lading must include: the purchaser's full name, the full delivery address including the street name and number, city and state or city and country, the sale and lot number.

Sotheby's will contact your shipper within 24 hours of receipt of the Bill of Lading to confirm the date and time that your property can be collected. Property will not be released without this confirmation and your shipper must bring the same Bill of Lading that was faxed to Sotheby's when collecting. All property releases are subject to the receipt of cleared funds.

Endangered Species Certain property sold at auction, for example, items made of or incorporating plant or animal materials such as coral, crocodile, ivory, whalebone, tortoiseshell, rhinoceros horn, rosewood, etc., irrespective of age or value, may require a license or certificate prior to exportation and additional licenses or certificates upon importation to another country. Sotheby's suggests that buyers check on their government wildlife import requirements prior to placing a bid. Please note that the ability to obtain an export license or certificate does not ensure the ability to obtain an import license or certificate in another country, and vice versa. It is the purchaser's responsibility to obtain any export or import licenses and/or certificates as well as any other required documentation. In the case of denial of any export or import license or of delay in the obtaining of such licenses, the purchaser is still responsible for making on-time payment of the total purchase price for the lot.

Although licenses can be obtained to export some types of endangered species, other types may not be exported at all, and other types may not be resold in the United States. Upon request, Sotheby's is willing to assist the purchaser in attempting to obtain the appropriate licenses and/or certificates. However, there is no assurance that an export license or certificate can be obtained. Please check with the specialist department or the Shipping Department if you are uncertain as to whether a lot is subject to these export/import license and certificate requirements, or any other restrictions on exportation.

The Art Loss Register As part of Sotheby's efforts to support only the legitimate art market and to combat the illegitimate market in stolen property, Sotheby's has retained the Art Loss Register to check all uniquely identifiable items offered for sale in this catalogue that are estimated at more than the equivalent of US$1,500 against the Art Loss Register's computerized database of objects reported as stolen or lost. The Art Loss Register is pleased to provide purchasers with a certificate confirming that a search has been made. All inquiries regarding search certificates should be directed to The Art Loss Register, First Floor, 63-66 Hatten Garden, London EC1N 8LE or by email at artloss@artloss.com. The Art Loss Register does not guarantee the provenance or title of any catalogued item against which they search and will not be liable for any direct or consequential losses of any nature howsoever arising. This statement and the ALR's service do not affect your rights and obligations under the Conditions of Business for Buyers applicable to the sale.

IMPORTANT NOTICES

Property Collection All collections and deliveries for purchased property will be handled by Post Sale Services in coordination with purchasers after the auction. Invoices will be issued to the successful party, which will include total purchase price, payment options, and next steps on delivery. During this time, payment for property is still due as per the Conditions of Business for Buyers. Post Sale Services will be in touch for future collection scheduling or shipping arrangements.

Property Payment All property must be paid in full before collection or release from any of our or our vendor's premises. Payment must be made through Sotheby's New York Post Sale Services by way of our acceptable forms of payment methods mentioned on your invoice. To arrange for payment, please contact Post Sale Services at +1 212 606 7444 or USPostSaleServices@sothebys.com. Payment will not be accepted at any offsite facility. Dealers and resale clients should fill out the appropriate forms where applicable or contact Post Sale Services with any questions.

Loss and Liability Unless otherwise agreed by Sotheby's, all sold property must be removed from any of our premises or our vendor's premises by the buyer at their expense no later than 30 calendar days following the auction. Buyers are reminded that Sotheby's liability for loss or damage to sold property shall cease no later than 30 calendar days after the date of the auction.

Collection & Shipping All collections and deliveries for purchased property will be handled by Post Sale Services in coordination with purchasers after the auction.

For any in-person collections at any of our vendor's premises, please alert Post Sale Services of your proposed collection date, ensure that all outstanding invoices have been paid for, and that you or your agent have the appropriate photo identification upon arrival.

If you are using your own shipper to collect property, please provide a letter of authorization and instruct your shipper to email their bill of lading to billsoflading@sothebys.com and ensure the correct collection location is specified.

Sotheby's can arrange for delivery of your property through one of our contracted vendors or can coordinate pick up at our offsite location with you or your shipper directly. Please contact Post Sale Services at +1 212 606 7444 or USPostSaleServices @sothebys.com to start your collection process.

Important Notice Regarding Packing

As a courtesy to purchasers who come to Sotheby's to pick up property, Sotheby's will assist in packing framed paintings. Sotheby's is unable to remove canvases off stretchers or to roll works on paper. Purchasers are advised to contact an independent painting restorer to pack works in this manner.

GLOSSARY OF TERMS

The following are examples of the terminology used in this catalogue. Please note that all statements made in this catalogue are made subject to the provisions of the Conditions of Sale and Terms of Guarantee printed in this catalogue:

GLOSSARY FOR PAINTINGS

Giovanni Bellini
The work is, in our best judgement, by the named artist. When the artist's forename is not known, a series of asterisks followed by the surname of the artist, whether preceded by an initial or not, indicates that the work is, in our best judgement, by the named artist.

Attributed to Giovanni Bellini
In our opinion, probably a work by the artist but less certainty as to authorship is expressed than in the preceding category.

Studio of Giovanni Bellini
In our opinion, a work by an unknown hand in the studio of the artist which may or may not have been executed under the artist's direction.

Circle of Giovanni Bellini
In our opinion, a work by an as yet unidentified but distinct hand closely associated with the named artist but not necessarily his pupil.

Follower of Giovanni Bellini
In our opinion, a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil.

Manner of Giovanni Bellini
In our opinion, a work in the style of the artist and of a later date.

After Giovanni Bellini
In our opinion, a copy of a known work of the artist.

The term signed and/or dated and/or inscribed means that, in our opinion, a signature and/or date and/or inscription are from the hand of the artist.

The term bears a signature and/or a date and/or an inscription means that, in our opinion, a signature and/or date and/or inscription have been added by another hand.

Dimensions are given height before width.
Pictures are framed unless otherwise stated.

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